Cochise County
Board of Supervisors

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

PEGGY JUDD
Chairman
District 3

ANN ENGLISH
Vice-Chairman
District 2

THOMAS E. BORER
Supervisor
District 1

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING
Tuesday, July 9, 2019 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

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

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

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

CALL TO THE PUBLIC

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

PRESENTATION

Presentation of Proclamation to Mr. Vaughn Croft declaring July 10, 2019 Fred G. Acosta Job Corps Center Day in Cochise County.

CONSENT

Board of Supervisors

1. Approve an Intergovernmental Agreement (IGA) with the City of Sierra Vista regarding funding of a consultant to promote retention and expansion of missions of the U.S. Army at Fort Huachuca, effective July 9, 2019 through July 9, 2021, with four automatic one-year extension in the amount of $27,000 annually.

2. Approve the Minutes of the regular meeting of the Board of Supervisors of June 25, 2019.

3. Approve Amendment No. 2 to the Intergovernmental Agreement between Cochise County and the City of Sierra Vista authorizing both entities to administer programs and to receive and disburse funds for the Upper San Pedro Partnership in the amount of $10,000 extended for five additional years until February 28, 2023.

4. Approve a letter appointing a member and alternate of the Cochise County Board of Supervisors to the Sierra Vista Metropolitan Planning Organization pursuant to the Joint Project Agreement between the State of Arizona and the City of Sierra Vista as specified by Governor Janice K. Brewer.

5. Approve the Community Enhancement Funds Policy effective July 9, 2019.

6. Approve a Proclamation declaring July 10, 2019 Fred G. Acosta Job Corps Center Day in Cochise County.

Community Development

7. Appoint Mr. David Koch for the District 1 position of the Planning & Zoning Commission to serve a two year and six months term, ending December 31, 2021.

County Attorney

8. Approve the proposed settlement of the Small Tax Appeal in Roger A. Nusbaum v. Cochise County, ST2018-000025, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Finance

9. Approve demands and budget amendments for operating transfers.

PUBLIC HEARINGS

Community Development

10. Adopt Zoning Ordinance 19-06 amending certain Zoning district boundaries from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres), pursuant to the application of Lavon and Rebecca Womack.

11. Approve the denial to appeal the decision to approve Docket SU-19-06 (Counter Intelligence), a request for a Special Use Authorization to allow construction of a 1,600 square foot building to be used in manufacturing of counter tops on a 4.55 acre site zoned RU-4, thereby upholding the May 8, 2019 Planning and Zoning Commission decision.

ACTION

Board of Supervisors

12. Approve a letter to the Foreign-Trade Zones Board signed by the Board of Supervisors in support of designating all of Cochise County as a Foreign-Trade Zone.

13. Approve the draft Court Consolidation Agreement between Cochise County and the City of Sierra Vista, effective July 1, 2019 through June 30, 2020.

Community Development

14. Approve a lease agreement between Cochise County and Master Aircraft Services, Inc.; Master Aircraft will lease hangar one on the Bisbee-Douglas International Airport for $19,000 a year and have an option of leasing hangar two in the same group of three hangars for the same terms as hanger one, effective at midnight on August 9, 2019 and ending at midnight on August 9, 2039.

15. Approve a Notice of Award in the amount of $435,937 to Rural Electric, 9502 E. Main Street, Mesa, Arizona 85207 to reconstruct the runway lighting at Bisbee-Douglas International Airport.

16. Approve one-time contract with KE&G Construction, Inc. for Robbs Road Improvements in an amount not to exceed $1,488,798.65.

County Attorney

17. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-19-2933, in the amount of $143,234.80 between the City of Tucson and Cochise County, effective January 1, 2019 through December 31, 2020.

County Sheriff

18. Approve an Intergovernmental Agreement (IGA) among Cochise College, Sierra Vista Police Department, and the Cochise County Sheriff's Office to establish the Southeastern Arizona Law Enforcement Training Academy (SEALETA).

Health & Social Services

19. Approve IGA CTR045217 for the Hepatitis A Vaccine Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the projected amount of $45,000, effective June 26, 2019 through June 25, 2024.

20. Approve ADHS16-109191 Amendment 7 for 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, 2019 through June 30, 2020.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

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) 432-9832, FAX (520) 432-9758, TDD (520) 432-8360, 1415 Melody Lane, Building C, Bisbee, Arizona 85603.

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

Presentations / Special Events

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

Meeting Date:	07/09/2019		
Presentation of Fred G. Acosta Job Corps Center Day			
Submitted By:	Kim Lemons, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:		**TITLE of PRESENTER:**	
Mandated Function?:		**Source of Mandate or Basis for Support?:**	
Docket Number (If applicable):			

Information

Agenda Item Text:

Presentation of Proclamation to Mr. Vaughn Croft declaring July 10, 2019 Fred G. Acosta Job Corps Center Day in Cochise County.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

Print 2 originals for signature, one to present to Mr. Croft and one for the County's Proclamation file.

Budget Information

Information about available funds

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

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Consent 1.

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

Meeting Date: 07/09/2019

IGA with Sierra Vista Regarding Funding of a Consultant to Promote Retention and Expansion of Missions of the U.S. Army at Fort Huachuca

Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Ed Gilligan	**TITLE of PRESENTER:**	County Administrator
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) with the City of Sierra Vista regarding funding of a consultant to promote retention and expansion of missions of the U.S. Army at Fort Huachuca, effective July 9, 2019 through July 9, 2021, with four automatic one-year extension in the amount of $27,000 annually.

Background:

In January, 2014, the County entered into an IGA with the City of Sierra Vista to contribute one-third of the funding to retain a consultant to promote the retention and expansion of the missions of the U.S. Army at Ft. Huachuca. The IGA called for the County to contribute $2,778/month, for an annual contribution of $33,336, with the City and the Huachuca 50 as the other two contributors. Over time, the cost of retaining a consultant changed, due in part to lack of a consultant from time to time, and in part due to lower costs. In recent discussions with the City, the annual cost of the County's one-third contribution has been estimated at $35,000 per year. Accordingly, the parties have drafted Amendment A to the IGA to reflect that change. In addition, the Amendment contains flexible language capping the County's contribution at $35,000, so that if the annual expenditure is actually less, there will be no need for the parties to bring an additional amendment to the Board and Council for approval. Amendment A is attached to this agenda item.

On October 27, 2015 the Board and the City of Sierra Vista approved Amendment A to revise the language to allow appropriate flexibility over the life of the agreement and allow the City to accurately bill the County for its fair share of the services should there be subsequent changes in representation and associated costs. The attached IGA further revised the duration to a one (1) year term with four (4) automatic one year extensions.

Department's Next Steps (if approved):

Pay invoices received from the City of Sierra Vista

Impact of NOT Approving/Alternatives:

The ability to retain a consultant to help with retention and expansion of the Fort Huachuca mission would be diminished

To BOS Staff: Document Disposition/Follow-Up:

Keep one fully executed IGA to file, send one fully executed IGA to Jill Adams, City Clerk, City of Sierra Vista.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Agreement

DATE: June 27, 2019

MEMORANDUM TO: Honorable Mayor and City Council

FROM: Charles P. Potucek, City Manager

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2019-058, Approving Intergovernmental Agreement with Cochise County regarding funding of a Consultant to Promote Retention and Expansion of Missions of the U.S. Army at Fort Huachuca

RECOMMENDATIONS:

The City Manager recommends approval.
The Assistant City Manager recommends approval.

BACKGROUND:

The City has been partnering with the Fort Huachuca 50 and Cochise County in the funding of a consultant/lobbyist who is tasked with taking the lead in advocating for new or expanded missions on the Fort, as well as monitoring for potential threats. In January/February of 2014 the City Council and Cochise County Board of Supervisors each approved an Intergovernmental Agreement (IGA) that specified the City and County's contribution toward such a consultant. The County requested the Intergovernmental Agreement for the administrative processing of their share.

The IGA was amended in October of 2015 to revise the language to allow appropriate flexibility over the life of the agreement and allow the City to accurately bill the County for its fair share of the services should there be subsequent changes in representation and associated costs. The attached IGA further revised the duration to a one (1) year term with four (4) automatic one year extensions.

BUDGET APPROPRIATION:

The cost breakdown for the Kelley-Drye contract is as follows:

	Monthly	Annual
City	$2,250	$27,000
County	$2,250	$27,000
Huachuca 50	$ 500	$ 6,000
Total	$5,000	$60,000

The City's share of the current contract with Kelley-Drye has been allocated in the City Manager's budget for this purpose.

RESOLUTION 2019-058

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA AND COCHISE COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH COCHISE COUNTY TO HIRE A CONSULTANT TO PROMOTE RETENTION AND EXPANSION OF MISSIONS ON FORT HUACHUCA; AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City Council and the Cochise County Board of Supervisors supports the short and long-term retention and expansion of Fort Huachuca for the benefit of the greater Cochise County area; and

WHEREAS, the City has entered into a partnership with the Fort Huachuca 50 and Cochise County to retain a consultant to promote retention and missions on Fort Huachuca; and

WHEREAS, the City of Sierra Vista has enjoyed many productive partnerships with Cochise County over the years fulfilled through Intergovernmental Agreements;

WHEREAS, the City and the County have previously entered into an intergovernmental agreement, as reaffirmed in Resolution 2015-102, for the purpose of obtaining a consultant and wish to continue this partnership.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the Mayor and City Council entering into Intergovernmental Agreements for partnerships benefitting the greater Sierra Vista community be, and hereby is, reaffirmed.

SECTION 2

That the Mayor and City Council of the City of Sierra Vista hereby adopt the Intergovernmental Agreement between the City of Sierra Vista and Cochise County supporting the retention of a consultant to perform all necessary work promoting retention and expansion of missions on Fort Huachuca.

SECTION 3

The City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 27th DAY OF JUNE, 2019.

FREDERICK W. MUELLER
Mayor

Approved as to Form:

NATHAN J. WILLIAMS
City Attorney

Attest:

JILL ADAMS
City Clerk

Intergovernmental Agreement

Between the

County of Cochise ("County") and City of Sierra Vista ("City")

For Funding of a Consultant

To Promote Retention and Expansion of

Missions of the U.S. Army at Fort Huachuca

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

WHEREAS, both the County and the City are authorized to spend public monies for and in connection with economic development activities pursuant to A.R.S. § 11-254.04 and § 9-500.11; and

WHEREAS, both the County and the City recognize that potential reductions in missions on the Fort Huachuca U.S. Army base pose a threat to economic development in both the County and the City; and

WHEREAS, both the County and the City conclude that it is in their common interest to contribute to the funding of and obtain the benefit of the services of a consultant to assess the extent of that threat and assess and advocate for steps that may be taken to mitigate that threat,

WHEREAS, both the County and the City have previously entered into an intergovernmental agreement, as reaffirmed in Resolution 2015-102, for the purpose of obtaining a consultant and wish to continue this partnership.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

I. **Purpose:** The parties agree that the County shall contribute public monies in the amount stated below, and according to the terms stated below, to the City for the service to be undertaken by the City of arranging for funding of a consultant to promote retention and expansion of missions of the U.S. Army at Fort Huachuca for the economic benefit of the County and the City and their respective residents.

II. **Respective responsibilities of the parties:**

A. The City shall make such arrangements as it deems necessary, which may include contractual arrangements with private parties, and shall make appropriate contributions of public funds to facilitate the hiring and funding of a consultant to promote retention and expansion of missions of the U.S. Army at Fort Huachuca.

B. The County agrees to provide up to $35,000 annually, for the life of this agreement, toward the cost of the professional services of a consultant as described in Subparagraph II.A above under payment terms agreed upon by the County Administrator and City Manager.

III. **Duration:** The term of this Agreement is for one (1) year from the date of execution with four (4) automatic one year extensions. In no event shall this agreement exceed 5 years unless agreed upon by the parties. Either party may terminate the agreement in writing with at least thirty (30) days prior notice to the other party pursuant to Paragraph VI.

IV. **Employment status:** Any consultant hired under terms of or in furtherance of this Agreement shall not be an employee of the County or the City.

V. **No separate legal entity:** No separate legal entity is formed by this Agreement.

VI. **Termination:** Either party may terminate this Agreement at any time, with or without cause, on thirty (30) days written notice.

VII. **Notices:** Any notices required under this Agreement shall be mailed, by first class mail, to, and be effective upon actual receipt by:

A. For the County of Cochise:
Edward Gilligan
1415 Melody Lane, Bldg. G
Bisbee, AZ 85603

B. For the City of Sierra Vista:
Charles P. Potucek
1011 N. Coronado Drive
Sierra Vista, AZ 85635

THIS AGREEMENT IS ENTERED INTO this _____ day of _____, 2019, by,

_____
Peggy Judd, Chairman
County of Cochise Board of Supervisors

_____
Frederick W. Mueller, Mayor
City of Sierra Vista

ATTEST:

_____
Arlethe Rios
Clerk of the Board

_____
Jill Adams
City Clerk

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED BY THE LAWS OF THE STATE OF ARIZONA TO THE CONTRACTING AGENCIES:

_____
Brian McIntyre
County Attorney

_____
Nathan J. Williams
City Attorney

Consent 2.

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

Meeting Date: 07/09/2019

Minutes

Department: Board of Supervisors

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

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

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

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of June 25, 2019.

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

Demands

PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, June 25, 2019

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, June 25, 2019 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present:	Peggy Judd, Chairman; Ann English, Vice-Chairman; Thomas E. Borer, Supervisor
Staff Present:	Sharon Gilman, Associate County Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; Amanda Baillie, Public Information Officer; 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.

Mr. Tom Crosby, Sierra Vista resident, addressed the Board regarding the recent presentation of the Public Safety Personnel Retirement System (PSPRS) and his concern over the unknown liability amount.

Mr. and Mrs. Graves, Benson residents, addressed the Board regarding their concern over a commercial property zoning change in their neighborhood.

No one else 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 June 11, 2019.

2. Approve naming Douglas Kooi as Cochise County's Chief Fiscal Officer per ARS 41-1279.07(E).

3. Approve a Proclamation in recognition of Earl Jerome Judd, Resident of Cochise County.

4. Approve Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy as required by ARS 38-863.01 effective July 1, 2019.

County Attorney

5. Approve the proposed settlement of the Small Tax Appeal in Roger A. Nusbaum v. Cochise County, ST2018-000025, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

6. Approve the proposed settlement of the Small Tax Appeal in Daniel F. O'Sullivan, Trustee Kenwin Exchange Trust v. Cochise County, ST2018-000132, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

County Recorder

7. Approve agreement between Cochise County and the Office of the Secretary of State for reimbursement for Systematic Alien Verification of Entitlements (SAVE) Program Usage for the purpose of verifying the citizenship and immigration status information when a person registers to vote in Cochise County.

County Treasurer

8. Adopt Resolution 19-12 authorizing a Line of Credit Agreement between the Cochise County Treasurer and J.P. Morgan Chase Bank, for Cochise County, and adopt Resolution 19-13 authorizing a Line of Credit Agreement between the Cochise County Treasurer and J.P. Morgan Chase Bank, for other political subdivisions of Cochise County.

Finance

9. Approve demands and budget amendments for operating transfers.

Legal Defender

10. Approve Funding Agreement with the Arizona Supreme Court for Public Defender Training Funds, in the amount of $2,100, effective July 1, 2019 through June 30, 2020.

Risk Management

11. Approve Personal Protective Equipment (PPE) Policy, effective July 1, 2019.

    Vice-Chairman English moved to approve items 1-11 on the consent agenda. Supervisor Borer seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

12. Adopt Resolution 19-14 granting a renewal of a Telecommunications Services Franchise to Valley Connections, LLC. for five years from June 25, 2019 through June 24, 2024.

    Mr. Britt Hanson said this was a standard telecommunication franchise that the Board had to formally consider by statute. He mentioned that if a company needed further access in the County, they would go through the right-of-way division to obtain proper permits.

    Chairman Judd opened the public hearing.

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

    Supervisor Borer moved to adopt Resolution 19-14 granting a renewal of a Telecommunications Services Franchise to Valley Connections, LLC. for five years from June 25, 2019 through June 24, 2024. Vice-Chairman English seconded the motion.

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

Community Development

13. Adopt Resolution 19-15 (Docket R-19-02 Subdivision Regulations) to repeal and replace the Cochise County Subdivision Regulations Amendments including: Updating the regulations to conform with current Arizona Revised Statutes; Removing the Minor Expedited Subdivision option, as well as the review of tentative plats by the Planning and Zoning Commission; Minor alterations to the Conservation Subdivision article, and performing clerical revisions to reflect current practices.

    Ms. Christinne McLachlan, Planner II, presented this item using a PowerPoint presentation. She gave the history of the subdivision regulations, and presented the proposed changes and noted that staff recommended approval:

    - Eliminating a provision that required septic testing on at least one-third of all subdivision lots. Current state law requires testing on all septic system prior to permit issuance.
    - Removing obsolete technology references.
    - Eliminating the “Minor Expedited Subdivision” process. The Minor Expedited Subdivision process was a no-fee planning review option that was used to circumvent the drainage review and more-intensive subdivision regulation process.
    - Removing the requirement for the review of tentative plats by the Planning and Zoning Commission

    Chairman Judd opened the public hearing.

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

    Vice-Chairman English moved to adopt Resolution 19-15 (Docket R-19-02 Subdivision Regulations) to repeal and replace the Cochise County Subdivision Regulations Amendments including: Updating the regulations to conform with current Arizona Revised Statutes; Removing the Minor Expedited Subdivision option, as well as the review of tentative plats by the Planning and Zoning Commission; Minor alterations to the Conservation Subdivision article, and performing clerical revisions to reflect current practices. Supervisor Borer seconded the motion.

    Vice-Chairman English said these changes have been discussed over time and it is good to have clarity for our citizens, as well as incorporate legislative changes into our regulations.

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

14. Adopt Zoning Ordinance 19-05 amending certain Zoning district boundaries from RU-4 (Rural one dwelling per four acres) to RU-2 (one dwelling per 2 acres), pursuant to the application of DCM Development.

Mr. Robert Kirschmann, Planner II, presented this item using a PowerPoint presentation. Mr. Kirschmann gave the background:

- DCM Development submitted an application for a Rezoning and Special Use Permit
- The subject property, 124-05-003N is located on the northwest corner of Mescal Road and Burro Lane
- The site is currently vacant and zoned RU-4
- The site is 4.82 acres

He showed a map of the location and stated that the Planning Commission heard the dockets at their April 10, 2019 meeting and requested additional information on:

- Signage
- Outdoor Lighting
- Flood Control
- Native Vegetation/Screening
- Traffic Safety

The dockets returned to the Commission on May 8, 2019 and were unanimously (6-0) approved as special use and recommended for approval to the Board.

He went over the surrounding zoning, site plan, and noted that zoning regulations had 15 factors used to evaluate a proposal; 13 of the criteria apply to this request and comply as submitted.

He stated that the original docket had received ten letters in support and ten letters in opposition when presented to the Commission and then 13 letters in support and 13 letters in opposition when presented to the Board.

He went over the factors in favor of approval:

1. With the recommended Conditions of Approval, the Rezoning would fully comply with the thirteen of the Rezoning factors used by staff to analyze this request;
2. The rezoning request is permitted in the Growth Category D, Rural Area Designation and therefore meets the mandatory compliance for rezoning;
3. The subject parcel is of a size and configuration that would allow compliance with all applicable site development standards with the conditions;
4. Ten letters of support were originally received prior to the Planning Commission Hearing
5. An additional thirteen letters of support have been received in response to the rezoning notice

and the factors against approval:

1. Ten letters in opposition to the request were received prior to the Planning Commission meeting;
2. An additional three letters were received in response to the rezoning notification; and
3. There are no RU-2 zoning districts directly abutting the boundaries of the subject parcel, therefore this is not an expansion of an existing zoning district

Vice-Chairman English said that she was not sure why the Board had to take action on something that was not necessary.

Mr. Kirschmann said that when a request is received, it has to be processed. He also clarified

that the matter at hand was whether or not the applicant would be able to use part of the parcel for other uses, however, it did not change the applicant moving forward with building the Dollar General.

Mr. Stanley, applicant, explained that the reason for the request was simply to have the flexibility to build something else with the remaining two acres in their property.

Mr. Hanson clarified that the approval would not change usage.

Chairman Judd opened the public hearing.

Mr. Ron Graves, Benson resident, addressed the Board regarding his concern over the zoning and noted that building this would cause the intersection in front of the property to become unsafe for pedestrians.

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

Supervisor Borer moved to adopt Zoning Ordinance 19-05 amending certain Zoning district boundaries from RU-4 (Rural one dwelling per four acres) to RU-2 (one dwelling per 2 acres), pursuant to the application of DCM Development. Vice-Chairman English seconded the motion.

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

15. Adopt Resolution 19-16 (Docket R-19-01 Foreclosure Registry) amending the Cochise County Zoning Regulations adding Article 25 Foreclosure Registry and amendments to Article 2 Definitions.

Mr. Dan Coxworth, Development Services Director, presented this item using a PowerPoint presentation. Mr. Coxworth gave the background and explained that a foreclosure registry is registration of properties in foreclosure. He showed a map of the foreclosures in the County and noted that there were an estimated 500-2,000 properties.

He noted why a foreclosure registry would be beneficial to the County:

- Foreclosed properties often lead to new violation cases.
- It's common to find damaged windows and/or doors and/or large amounts of trash and debris on the property after the home has been vacated.
- Notifies the County that the property is vacant triggering active code enforcement.

and what a registry would accomplish:

- It protects the area from blight and nuisances resulting from foreclosed properties.
- Provides a point of contact of the Bank's Asset Manager: Holds the Mortgagee accountable for securing and maintaining the property and keep it free of trash and waste; Requires posting contact info in case of an emergency.
- Requires the Bank to pay County liens on the property.

He said that registration and payment would be done online or by filling out a form provided by the County. He said there would be a $150 fee to register and no fee to un-register. He added that the Commission had recommended approval by a unanimous vote.

Chairman Judd opened the public hearing.

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

Vice-Chairman English moved to adopt Resolution 19-16 (Docket R-19-01 Foreclosure Registry) amending the Cochise County Zoning Regulations adding Article 25 Foreclosure Registry and amendments to Article 2 Definitions. Supervisor Borer seconded the motion.

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

ACTION

Board of Supervisors

16. Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2019-20 Fiscal Year and approve continuing annual memberships for 2019-20, with payment of associated dues as described herein.

    Chairman Judd removed the item from the agenda.

Community Development

17. Approve an extension request of the Assurance Agreement for Rancho Arizona Subdivision with Pioneer Title Agency, Inc, as Trustee under Trust No. 515034, and James W. Sandlin and Terry L. Russell, as Beneficiaries of Trust No. 515034 to July 6, 2022.

    Mr. Paul Esparza, Planning Manager, presented this item using a PowerPoint presentation. Mr. Esparza gave the background:

    - 48 lots on 160 acres, zoned RU-4, a residential subdivision. Average lot size is 3.33 acres.
    - At the time of tentative plat approval, a density bonus was automatically granted to anyone subdividing ten or more lots.
    - Development density is 0.30 RAC. 48 lots/ 160 acres = 0.30
    - The Final Plat was approved on June 13, 2006.The Final Plat and Assurance Agreement were recorded on July 6, 2006.
    - Phasing Plan with three phases proposed.
    - If approved, the Assurance Agreement extension would expire on July 6, 2022.

    He added that the requirements for an extension had been met.

    Vice-Chairman English moved to approve an extension request of the Assurance Agreement for Rancho Arizona Subdivision with Pioneer Title Agency, Inc, as Trustee under Trust No. 515034, and James W. Sandlin and Terry L. Russell, as Beneficiaries of Trust No. 515034 to July 6, 2022. Supervisor Borer seconded the motion.

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

County Attorney

18. Approve the Crime Victim Compensation Grant No. VC-20-050 in the amount of $75,460 for the period of July 1, 2019 through June 30, 2020.

    Mr. Britt Hanson, Chief Civil Deputy County Attorney, presented this item. Mr. Hanson said it was a recurring grant which compensated victims of crime and provided some assistance with administrative costs for the part time coordinator.

    Supervisor Borer moved to approve the Crime Victim Compensation Grant No. VC-20-050 in

the amount of $75,460 for the period of July 1, 2019 through June 30, 2020. Vice-Chairman English 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

Ms. Sharon Gilman, Associate County Administrator, was substituting for Mr. Gilligan. She said the Finance Director recruitment was moving forward.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Supervisor Borer reported on the status of Kings Ranch Road.

Report by District 2 Supervisor, Ann English

Vice-Chairman English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Chairman Judd deferred her report.

Chairman Judd adjourned the meeting at 11:07 a.m.

APPROVED:

_____
Peggy Judd, Chairman

ATTEST:

_____
Arlethe G. Rios, Clerk of the Board

Demands 6/20/2019
Date Range 06/07/19-06/20/19
Warrant Range 34143-34340

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34143	06/14/2019	AFLAC	1600 - Finance	501 Cochise Combined Trust	7,937.76
34144	06/14/2019	Arizona Department of Administration-Risk Managemt	1600 - Finance	110 Payroll Clearing Fund	2,450.36
34145	06/14/2019	Cochise County/Sheakley/National Bank	1600 - Finance	110 Payroll Clearing Fund	7,782.12
34146	06/20/2019	A&R Fire Protection LLC	2100 - Facilities Management	400 County Capital Projects	10,000.00
34147	06/20/2019	A+ Language Services	1300 - Public Defender	100 General Fund	175.00
34148	06/20/2019	Accountable Healthcare Staffing, Inc.	5000 - Health Dept	100 General Fund	2,793.00
34149	06/20/2019	Amazon.com LLC	8000 - County Library District	171 County Library	109.97
34149	06/20/2019	Amazon.com LLC	8000 - County Library District	182 CFSA-Troller Fund	108.70
34150	06/20/2019	AMERIGAS	4010 - Highway Dept Administration	251 Highway Fund	111.93
34151	06/20/2019	Aqua Life	0920 - Justice Court 2	100 General Fund	11.00
34152	06/20/2019	Arizona Counties Insurance Pool	2200 - Human Resources	100 General Fund	10,190.00
34153	06/20/2019	Arizona Department of Corrections	1710 - Heavy Fleet Management	600 Heavy Fleet Management	74.92
34153	06/20/2019	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	109.93
34153	06/20/2019	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	62.30
34153	06/20/2019	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	1,060.62
34154	06/20/2019	Arizona Department of Corrections ASPC-Tucson	7000 - Solid Waste	505 Solid Waste	76.50
34155	06/20/2019	Arizona Machinery Company, LLC dba Stotz Equipment	1710 - Heavy Fleet Management	600 Heavy Fleet Management	7.07
34156	06/20/2019	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	241.75
34156	06/20/2019	Arizona Public Service - APS	7000 - Solid Waste	505 Solid Waste	841.02
34157	06/20/2019	Arizona State Forestry Division	4010 - Highway Dept Administration	261 Flood Control Distric	3,898.93
34158	06/20/2019	Arizona State Land Department	4010 - Highway Dept Administration	251 Highway Fund	194.05
34159	06/20/2019	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	7,908.20
34160	06/20/2019	Arizona State Treasurer	1600 - Finance	100 General Fund	184,563.00
34161	06/20/2019	Arizona Supreme Court	0810 - Court Administration	145 Court Security Improvement	7,747.07
34162	06/20/2019	Arizona Water Company	2100 - Facilities Management	100 General Fund	2,218.77
34163	06/20/2019	Gabriela K. Arriaga	5000 - Health Dept	243 Immunization Program	125.39
34164	06/20/2019	Aztec Welding Supply Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	415.31
34165	06/20/2019	Baker & Taylor, LLC	8000 - County Library District	171 County Library	398.13
34166	06/20/2019	Bank of America	1600 - Finance	100 General Fund	119,728.77
34167	06/20/2019	Barnett's Towing & Oxygen LLC	1750 - Fleet Management	109 Fleet Management	168.75
34168	06/20/2019	Benson Autobody Inc. dba Benson Glass	1750 - Fleet Management	251 Highway Fund	2,952.41
34169	06/20/2019	Benson Unified School District	9000 - School Superintendent	283 ELL Title III Consortium	1,190.85
34170	06/20/2019	Benson, City of	2100 - Facilities Management	100 General Fund	313.28
34171	06/20/2019	BI Incorporated	1200 - Juvenile Court Services	555 Juvenile Treatment Svcs	918.02
34172	06/20/2019	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Management	123.24
34172	06/20/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	934.25
34173	06/20/2019	Bisbee Plumbing LLC	3000 - Sheriff	100 General Fund	1,200.00
34174	06/20/2019	Bisbee Unified School District #2	9000 - School Superintendent	283 ELL Title III Consortium	9,215.64
34175	06/20/2019	Bowie Unified School District #14	9000 - School Superintendent	283 ELL Title III Consortium	1,265.11
34176	06/20/2019	Brauchla, Gary	1900 - Development Services	100 General Fund	62.10
34177	06/20/2019	Brodart Company	8000 - County Library District	182 CFSA-Troller Fund	609.30
34178	06/20/2019	Bug-Wiser Exterminating, Inc.	4010 - Highway Dept Administration	251 Highway Fund	35.00
34179	06/20/2019	CDW LLC	1800 - IT/Communications	100 General Fund	10,582.57
34179	06/20/2019	CDW LLC	1800 - IT/Communications	450 M.I.S. Capital Reserve	2,110.98
34179	06/20/2019	CDW LLC	8000 - County Library District	171 County Library	191.03
34180	06/20/2019	Cengage Learning, Inc. dba GALE	8000 - County Library District	171 County Library	25.59
34181	06/20/2019	CenturyLink Communications	1800 - IT/Communications	100 General Fund	1,518.63
34182	06/20/2019	CenturyLink Communications	1800 - IT/Communications	100 General Fund	2,285.18
34182	06/20/2019	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	68.11
34183	06/20/2019	CenturyLink Communications	1100 - Adult Probation	100 General Fund	147.06
34183	06/20/2019	CenturyLink Communications	1400 - General Government	216 SEACOM Operations	502.36
34183	06/20/2019	CenturyLink Communications	1800 - IT/Communications	100 General Fund	6,225.80
34183	06/20/2019	CenturyLink Communications	2100 - Facilities Management	100 General Fund	69.71
34183	06/20/2019	CenturyLink Communications	3000 - Sheriff	100 General Fund	175.86
34184	06/20/2019	Childhelp, Inc.	3000 - Sheriff	100 General Fund	350.00
34185	06/20/2019	Cintas Corporation No. 445	4010 - Highway Dept Administration	251 Highway Fund	3,362.66
34185	06/20/2019	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	230.36
34186	06/20/2019	City of Bisbee	2100 - Facilities Management	100 General Fund	1,264.23
34187	06/20/2019	City of Bisbee	2100 - Facilities Management	100 General Fund	6,182.28
34188	06/20/2019	City of Sierra Vista	1750 - Fleet Management	109 Fleet Management	17,999.54
34189	06/20/2019	Clear Springs Utility, Inc.	4010 - Highway Dept Administration	251 Highway Fund	172.83
34190	06/20/2019	Cochise County Justice Court #2	0920 - Justice Court 2	100 General Fund	636.60
34191	06/20/2019	Cochise County Justice Court #6	0960 - Justice Court 6	100 General Fund	182.60
34192	06/20/2019	Concentra Medical Centers	1200 - Juvenile Court Services	100 General Fund	143.00
34193	06/20/2019	Contract Pharmacy Services, Inc.	5000 - Health Dept	100 General Fund	15,144.09
34194	06/20/2019	Cool Dreams Window Tinting	1750 - Fleet Management	109 Fleet Management	195.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34195	06/20/2019	Copper Queen Community Hospital	5000 - Health Dept	100 General Fund	1,621.08
34195	06/20/2019	Copper Queen Community Hospital	7000 - Solid Waste	505 Solid Waste	105.06
34196	06/20/2019	COX Communication Arizona, LLC	0810 - Court Administration	100 General Fund	305.00
34197	06/20/2019	Barbara Ann Craig	5000 - Health Dept	243 Immunization Program	175.92
34198	06/20/2019	Culligan of Tucson	0700 - Clerk of the Superior Court	100 General Fund	199.63
34198	06/20/2019	Culligan of Tucson	4010 - Highway Dept Administration	251 Highway Fund	399.45
34199	06/20/2019	CureMD.com, Inc.	5000 - Health Dept	100 General Fund	305.00
34200	06/20/2019	Curfman Showers & Potable	2100 - Facilities Management	105 Bisbee/Douglas Airport	8,000.00
34201	06/20/2019	D and M Well Service, LLC	2100 - Facilities Management	400 County Capital Projects	11,600.00
34201	06/20/2019	D and M Well Service, LLC	7000 - Solid Waste	505 Solid Waste	4,117.00
34202	06/20/2019	Dease, Iona	1200 - Juvenile Court Services	154 Juv.Prob. Family Counsel	270.00
34203	06/20/2019	Del's Tire Company	1750 - Fleet Management	109 Fleet Management	27.98
34204	06/20/2019	Deluxe Business Forms	0200 - Treasurer	100 General Fund	4,783.58
34205	06/20/2019	DePew, Kimberly A.	1900 - Development Services	100 General Fund	27.27
34206	06/20/2019	Diamond Star Polygraph Services	3000 - Sheriff	100 General Fund	175.00
34207	06/20/2019	James Dilley	0950 - Justice Court 5	100 General Fund	197.00
34208	06/20/2019	Victor German Dominguez	5000 - Health Dept	243 Immunization Program	235.36
34209	06/20/2019	Douglas Unified School District #27	9000 - School Superintendent	276 School Fund	8,176.87
34210	06/20/2019	Douglas, City of	4010 - Highway Dept Administration	251 Highway Fund	10,000.00
34211	06/20/2019	Douglas, City of	5000 - Health Dept	243 Immunization Program	206.84
34212	06/20/2019	Durham Communication	1800 - IT/Communications	100 General Fund	3,933.01
34213	06/20/2019	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	5,920.35
34213	06/20/2019	Empire Southwest LLC	1720 - Heavy Fleet Capital	600 Heavy Fleet Management	34,052.92
34214	06/20/2019	Enriquez, Rob	4010 - Highway Dept Administration	251 Highway Fund	100.00
34215	06/20/2019	Ergon Asphalt & Emulsions, Inc.	4010 - Highway Dept Administration	251 Highway Fund	224,978.68
34216	06/20/2019	Flores, Juan Pablo	0810 - Court Administration	549 Probate Fees	700.00
34216	06/20/2019	Flores, Juan Pablo	1310 - Indigent Defense Coordinator	100 General Fund	1,670.48
34217	06/20/2019	Fort Huachuca Accommodation Schools	9000 - School Superintendent	283 ELL Title III Consortium	2,004.11
34218	06/20/2019	Fry Fire District	5000 - Health Dept	243 Immunization Program	2,892.01
34219	06/20/2019	Goodwill Industries of Southern Arizona, Inc	1100 - Adult Probation	591 Adult Probation LEARN Lab	75.00
34220	06/20/2019	Diane Lee Gray	5000 - Health Dept	243 Immunization Program	23.93
34221	06/20/2019	Greene, Patrick K.	1900 - Development Services	100 General Fund	33.91
34222	06/20/2019	Gregan, Wayne	1900 - Development Services	100 General Fund	32.83
34223	06/20/2019	Grossman & Grossman Ltd	1200 - Juvenile Court Services	154 Juv.Prob. Family Counsel	245.00
34224	06/20/2019	Hancock, Charles	0810 - Court Administration	100 General Fund	64.96
34225	06/20/2019	Hatfield Funeral Home	5000 - Health Dept	100 General Fund	500.00
34226	06/20/2019	Health Management Associates, Inc.	5000 - Health Dept	221 Public Health Accreditation	6,996.98
34227	06/20/2019	Honeman, Van G.	0810 - Court Administration	100 General Fund	622.40
34228	06/20/2019	Hop, Ryan	4010 - Highway Dept Administration	251 Highway Fund	53.84
34229	06/20/2019	HOV Services Inc/Lason Systems	0400 - Recorder	100 General Fund	772.52
34229	06/20/2019	HOV Services Inc/Lason Systems	0700 - Clerk of the Superior Court	100 General Fund	105.00
34230	06/20/2019	Huachuca Plumbing	2100 - Facilities Management	105 Bisbee/Douglas Airport	668.00
34231	06/20/2019	IMS Infrastructure Management Services, LLC	4010 - Highway Dept Administration	251 Highway Fund	3,850.00
34232	06/20/2019	International Chemtex Corporation	2100 - Facilities Management	100 General Fund	737.00
34233	06/20/2019	Interstate Battery	1710 - Heavy Fleet Management	600 Heavy Fleet Management	94.74
34233	06/20/2019	Interstate Battery	1750 - Fleet Management	109 Fleet Management	262.49
34234	06/20/2019	Interwest Safety Supply, LLC	4010 - Highway Dept Administration	251 Highway Fund	14,740.03
34235	06/20/2019	IronHawk Elevator LLC	2100 - Facilities Management	100 General Fund	2,250.63
34236	06/20/2019	JE Fuller Hydrology & Geomorphology, Inc.	4010 - Highway Dept Administration	258 Recharge & Monitoring Projects	16,638.38
34236	06/20/2019	JE Fuller Hydrology & Geomorphology, Inc.	4010 - Highway Dept Administration	261 Flood Control Distric	5,949.31
34237	06/20/2019	Jennings, Jeffrey	0950 - Justice Court 5	100 General Fund	27.00
34238	06/20/2019	Jensen's Sierra Vista Mortuary	5000 - Health Dept	100 General Fund	500.00
34239	06/20/2019	Jim's Electric Inc	2100 - Facilities Management	105 Bisbee/Douglas Airport	375.00
34240	06/20/2019	Jimenez, Elizabeth Sarah	9000 - School Superintendent	281 Jail Education Program	348.75
34241	06/20/2019	John William Lovell, PC	1310 - Indigent Defense Coordinator	100 General Fund	9,565.00
34242	06/20/2019	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	4,573.65
34243	06/20/2019	Kirkpatrick, Jason	4010 - Highway Dept Administration	251 Highway Fund	125.00
34244	06/20/2019	Laboratory Corporation of America	2200 - Human Resources	505 Solid Waste	18.00
34245	06/20/2019	Law Office of Joan M Sacramento	1310 - Indigent Defense Coordinator	100 General Fund	13,850.00
34246	06/20/2019	Lawley Motors LLC	1750 - Fleet Management	100 General Fund	4,192.33
34247	06/20/2019	Lawley's Team Ford Kia	1750 - Fleet Management	109 Fleet Management	194.66
34248	06/20/2019	Legend Technical Services of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	57.00
34249	06/20/2019	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	54.53
34249	06/20/2019	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	1,082.42
34250	06/20/2019	Maddux & Sons Inc	4010 - Highway Dept Administration	251 Highway Fund	67,542.88
34251	06/20/2019	Martinez, Sergio I. Ph.D., LLC	0810 - Court Administration	100 General Fund	1,875.00
34252	06/20/2019	Martzke, James F.	1900 - Development Services	100 General Fund	67.50
34253	06/20/2019	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	2,013.15
34254	06/20/2019	Morales, Irene	0950 - Justice Court 5	100 General Fund	51.00
34255	06/20/2019	Motorola Solutions Inc	1800 - IT/Communications	450 M.I.S. Capital Reserve	11,345.94

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34256	06/20/2019	Mr. Fix It	1900 - Development Services	100 General Fund	16,750.00
34257	06/20/2019	NEOGOV	2200 - Human Resources	100 General Fund	2,457.00
34258	06/20/2019	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	513.60
34259	06/20/2019	O'Rielly Chevrolet, Inc.	1750 - Fleet Management	109 Fleet Management	254.17
34260	06/20/2019	Online Solutions LLC	1800 - IT/Communications	400 County Capital Projects	153,300.00
34261	06/20/2019	OverDrive, Inc.	8000 - County Library District	171 County Library	1,413.46
34261	06/20/2019	OverDrive, Inc.	8000 - County Library District	182 CFSA-Troller Fund	899.63
34262	06/20/2019	Pacific Corrugated Pipe dba Arizona Culvert	4010 - Highway Dept Administration	261 Flood Control Distric	17,899.44
34263	06/20/2019	Pacific Corrugated Pipe dba Arizona Culvert	4010 - Highway Dept Administration	261 Flood Control Distric	17,836.73
34264	06/20/2019	Palmer Law Group, PLLC	1310 - Indigent Defense Coordinator	100 General Fund	1,000.00
34265	06/20/2019	Palominas Public School District #49	9000 - School Superintendent	283 ELL Title III Consortium	11,110.97
34266	06/20/2019	Potters Industries, LLC	4010 - Highway Dept Administration	251 Highway Fund	15,865.70
34267	06/20/2019	Caren J. Prather	5000 - Health Dept	243 Immunization Program	499.93
34268	06/20/2019	PrevenTronics	1800 - IT/Communications	100 General Fund	7,524.63
34268	06/20/2019	PrevenTronics	3000 - Sheriff	100 General Fund	330.00
34269	06/20/2019	Professional Psychology Associates P.C.	2200 - Human Resources	100 General Fund	2,200.00
34270	06/20/2019	Professional Records Management, Inc.	0700 - Clerk of the Superior Court	100 General Fund	279.56
34271	06/20/2019	ProForce Law Enforcement	0810 - Court Administration	100 General Fund	1,100.32
34272	06/20/2019	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	251.94
34272	06/20/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	279.90
34273	06/20/2019	Pueblo Mechanical & Controls, Inc.	3000 - Sheriff	100 General Fund	508.50
34274	06/20/2019	Remodeling and Repair Systems LLC	2100 - Facilities Management	400 County Capital Projects	11,253.00
34275	06/20/2019	RevolutionaryText, LLC	0810 - Court Administration	100 General Fund	4,000.00
34276	06/20/2019	Sherill Rogers	0950 - Justice Court 5	100 General Fund	29.00
34277	06/20/2019	Rothrock Investigations, LLC	1310 - Indigent Defense Coordinator	100 General Fund	4,005.67
34278	06/20/2019	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	95.97
34279	06/20/2019	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	1,682.36
34279	06/20/2019	Safelite Autoglass Corp.	1750 - Fleet Management	109 Fleet Management	39.95
34279	06/20/2019	Safelite Autoglass Corp.	1750 - Fleet Management	251 Highway Fund	349.23
34280	06/20/2019	Brian R. Salata	1310 - Indigent Defense Coordinator	100 General Fund	3,600.00
34281	06/20/2019	San Simon Unified Schools	9000 - School Superintendent	283 ELL Title III Consortium	4,851.80
34282	06/20/2019	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	325.00
34283	06/20/2019	Schlievert, Scott W.	1310 - Indigent Defense Coordinator	100 General Fund	7,200.00
34284	06/20/2019	Sedillos, Lorna Gries	5000 - Health Dept	245 Health Start	250.00
34285	06/20/2019	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	33,079.61
34285	06/20/2019	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	28,457.12
34286	06/20/2019	Shaffer, James Fredrick	4010 - Highway Dept Administration	251 Highway Fund	100.00
34287	06/20/2019	Timothy B. Siemsen	5000 - Health Dept	243 Immunization Program	173.32
34288	06/20/2019	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	476.56
34289	06/20/2019	Sloan R. King, PhD, LLC	0810 - Court Administration	100 General Fund	1,700.00
34290	06/20/2019	SoundOff Signal	1750 - Fleet Management	109 Fleet Management	194.78
34291	06/20/2019	Southeast Arizona Legal Support (SEALS)	0200 - Treasurer	100 General Fund	151.25
34292	06/20/2019	Southern Arizona Auto Co. of Douglas	1750 - Fleet Management	100 General Fund	4,931.23
34293	06/20/2019	Southern Arizona Children's Advocacy Center-SACAC	0600 - County Attorney	100 General Fund	400.00
34294	06/20/2019	Southwest Disposal LC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	131.25
34295	06/20/2019	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	4,261.39
34296	06/20/2019	Sparkletts	9000 - School Superintendent	100 General Fund	128.02
34297	06/20/2019	St. Clair, Kate M	9000 - School Superintendent	280 School Reserve Fund	892.62
34298	06/20/2019	Streitfeld, Stephen V. MD PC	0810 - Court Administration	100 General Fund	500.00
34299	06/20/2019	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	16,294.68
34299	06/20/2019	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	706.10
34299	06/20/2019	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	1,903.00
34300	06/20/2019	Cheryl J. Taylor	5000 - Health Dept	243 Immunization Program	73.25
34301	06/20/2019	Technical Resource Management, Inc.	1100 - Adult Probation	149 Adult Prob.Comm.Punishmnt	3,149.00
34302	06/20/2019	The Bisbee Observer LLC	0200 - Treasurer	100 General Fund	121.97
34303	06/20/2019	Thomson West	0810 - Court Administration	151 Law Library	173.17
34304	06/20/2019	Those Guys Auto	1750 - Fleet Management	109 Fleet Management	40.00
34305	06/20/2019	Titan Machinery Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	37.38
34306	06/20/2019	Tombstone Unified School District #1	9000 - School Superintendent	283 ELL Title III Consortium	2,072.99
34307	06/20/2019	Trachtman, Sean	1800 - IT/Communications	100 General Fund	875.00
34308	06/20/2019	Trinity Services Group, Inc.	1200 - Juvenile Court Services	100 General Fund	3,879.96
34309	06/20/2019	United Truck & Equipment	1710 - Heavy Fleet Management	600 Heavy Fleet Management	1,020.51
34310	06/20/2019	University Of Arizona	5000 - Health Dept	221 Public Health Accreditation	15,000.00
34310	06/20/2019	University Of Arizona	5000 - Health Dept	243 Immunization Program	5,201.00
34310	06/20/2019	University Of Arizona	5000 - Health Dept	529 Health Policy Initiative	5,000.00
34311	06/20/2019	Urbina, Henry	1710 - Heavy Fleet Management	600 Heavy Fleet Management	308.94
34312	06/20/2019	US Imaging Inc.	0400 - Recorder	103 Document Storage-Recorder	40,646.98
34313	06/20/2019	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	108.93
34313	06/20/2019	Valley Telephone Cooperative, Inc.	3000 - Sheriff	208 Sheriff Inmate Welfare	79.90
34314	06/20/2019	VCA Apache Animal Hospital	3000 - Sheriff	203 Jail Enhancement	60.22

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34315	06/20/2019	Verizon Wireless	1600 - Finance	100 General Fund	9,690.99
34316	06/20/2019	Vertress, Tambra	2200 - Human Resources	501 Cochise Combined Trust	439.11
34317	06/20/2019	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	11,943.30
34318	06/20/2019	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	7,776.46
34319	06/20/2019	Watkins, Nathan F.	1900 - Development Services	100 General Fund	24.84
34320	06/20/2019	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	1,081.96
34321	06/20/2019	WEST Consultants, Inc.	4010 - Highway Dept Administration	258 Recharge & Monitoring Projects	47,797.61
34322	06/20/2019	Wick Communications	0200 - Treasurer	100 General Fund	2,215.01
34323	06/20/2019	Wick Communications	3000 - Sheriff	100 General Fund	243.56
34324	06/20/2019	Wick Communications	0700 - Clerk of the Superior Court	100 General Fund	104.11
34324	06/20/2019	Wick Communications	0810 - Court Administration	585 CASA Grant	1,352.51
34324	06/20/2019	Wick Communications	1900 - Development Services	100 General Fund	93.83
34325	06/20/2019	Wick Communications	0700 - Clerk of the Superior Court	100 General Fund	99.05
34326	06/20/2019	Willcox Rock & Sand Inc.	4010 - Highway Dept Administration	251 Highway Fund	82,122.96
34327	06/20/2019	Zarzyczny, Angela	2200 - Human Resources	251 Highway Fund	10,000.00
34328	06/20/2019	Arizona State Land Department	1800 - IT/Communications	400 County Capital Projects	1,000.00
34329	06/20/2019	Chiricahua Community Health Centers, INC	1200 - Juvenile Court Services	100 General Fund	352.00
34330	06/20/2019	Chuar LLC	0200 - Treasurer	100 General Fund	1,356.88
34331	06/20/2019	Cochise County Finance Revolving Fund	1600 - Finance	261 Flood Control Distric	43.00
34332	06/20/2019	Inspiration Views LLC	0200 - Treasurer	100 General Fund	56.06
34333	06/20/2019	Klump, Wayne	0200 - Treasurer	100 General Fund	467.36
34334	06/20/2019	Vaishville, Denise	0200 - Treasurer	100 General Fund	929.22
34335	06/20/2019	Ackley, Gary and LaVonne	2200 - Human Resources	251 Highway Fund	65.79
34336	06/20/2019	Dotson, James M.	2200 - Human Resources	501 Cochise Combined Trust	246.48
34337	06/20/2019	Honorable Adam Ambrose	2200 - Human Resources	501 Cochise Combined Trust	215.00
34338	06/20/2019	Johnstun, Doyle B.	2200 - Human Resources	501 Cochise Combined Trust	300.00
34339	06/20/2019	Morin, Barth	2200 - Human Resources	501 Cochise Combined Trust	300.00
34340	06/20/2019	Riggs, Karen C.	2200 - Human Resources	501 Cochise Combined Trust	150.00
					1,602,605.63

Consent 3.

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

Meeting Date:	07/09/2019		
Amendment to IGA with Sierra Vista for Upper San Pedro Partnership			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Amendment No. 2 to the Intergovernmental Agreement between Cochise County and the City of Sierra Vista authorizing both entities to administer programs and to receive and disburse funds for the Upper San Pedro Partnership in the amount of $10,000 extended for five additional years until February 28, 2023.

Background:

Amendment No. 1 to the IGA extending it until February 28, 2018 was approved on June 24, 2014.

Department's Next Steps (if approved):

Send a copy to the City of Sierra Vista.

Impact of NOT Approving/Alternatives:

We will not be able to be a funding partner.

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

City of Sierra Vista

Procurement Division
1011 North Coronado Drive
Sierra Vista, Arizona 85635
(520) 458-3315 Fax (520) 452-7025

INTERGOVERNMENTAL AGREEMENT AMENDMENT

INTERGOVERNMENTAL AGREEMENT: Administer Programs and to receive and Disburse Funds for the Upper San Pedro Partnership (USPP)

IGA AMENDMENT NO. 2
PAGE 1 OF 1.

THE ABOVE REFERENCED CONTRACT IS HEREBY MODIFIED AS STATED HEREIN BELOW.

1. **The Term of this Intergovernmental Agreement is hereby extended for five (5) additional years and will expire on February 28, 2023.**

ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

ENTITIES HEREBY ACKNOWLEDGE RECEIPT OF AND HEREBY AGREEMENT WITH THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS EXECUTED THIS ___TH DAY OF _____ 2018.

PEGGY JUDD, Chairman
Cochise County Board of Supervisors — Date

FREDERICK W. MUELLER, Mayor
City of Sierra Vista — Date

Consent 4.

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

Meeting Date:	07/09/2019		
Appointment of a Cochise County BOS to the Sierra Vista Metropolitan Planning Organization			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a letter appointing a member and alternate of the Cochise County Board of Supervisors to the Sierra Vista Metropolitan Planning Organization pursuant to the Joint Project Agreement between the State of Arizona and the City of Sierra Vista as specified by Governor Janice K. Brewer.

Background:

The Sierra Vista MPO is required to establish a Board of Directors which consists of five (5) members. One of those members must be a representative of the Cochise County Board of Supervisors who must also have an alternate representative.

Department's Next Steps (if approved):

Approve Cochise County Board of Supervisor member and alternate to be representative of the Sierra Vista Metropolitan Planning Organization.

Impact of NOT Approving/Alternatives:

The Cochise County Board of Supervisors will not have a member in the Sierra Vista MPO.

To BOS Staff: Document Disposition/Follow-Up:

Emailed a signed copy of the letter to Karen Lamberton at Karen.Lamberton@SierraVistaAZ.gov

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Budget Information

Information about available funds

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

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Letter

Cochise County
Board of Supervisors

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

PEGGY JUDD
Chairman
District 3

ANN ENGLISH
Vice-Chairman
District 2

THOMAS E. BORER
Supervisor
District 1

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

ARLETHE G. RIOS
Clerk of the Board

July 9, 2019

Rick Mueller, Mayor
City of Sierra Vista
1011 N. Coronado Drive
Sierra Vista, AZ 85635

RE: Sierra Vista Metropolitan Planning Organization (SVMPO) Executive Board Appointment and Alternate

The Board of Supervisors appoints Tom Borer, Member of the Board, as the representative from Cochise County to the Sierra Vista Metropolitan Planning Organization (SVMPO) Executive Board and Ann English, Vice-Chairman of the Board, as the alternate pursuant to the Joint Project Agreement between the State of Arizona and the City of Sierra Vista as specified by Governor Janice K. Brewer.

This change in appointment for the representative from Cochise County will be effective beginning July 9, 2019. The appointment of membership to the SVMPO includes voting powers and primary membership duties.

Sincerely,

Peggy Judd
Chairman
Board of Supervisors

Cc:
Karen Lamberton, Administrator
Sierra Vista MPO
401 Giulio Cesare Avenue
Sierra Vista, AZ 85635

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

Consent 5.

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

Meeting Date: 07/09/2019

Community Enhancement Funds Policy

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

Information

Agenda Item Text:

Approve the Community Enhancement Funds Policy effective July 9, 2019.

Background:

The Board would like to create a policy that keeps track of community enhancement fund projects.

Department's Next Steps (if approved):

Publish on website, share process with all departments.

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

Draft Policy

Draft Form

Cochise County
Board of Supervisors

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

Policy Title: Board of Supervisors Community Enhancement Funds

Policy Number: 1605

Effective: July 9, 2019

Supersedes: n/a

Last Reviewed/Updated: n/a

Scope/Coverage: Board of Supervisors

Policy Contact: County Administrator/Finance Director/Clerk of the Board

I. Authority

ARS 42-17101 requires the County to prepare a schedule of estimated expenditures and revenues each year, i.e. an annual budget. This annual budget may include community enhancement funds for each supervisor district for specific purposes.

II. Community Enhancement Funds Accounting:

1. Providing adequate General Fund revenue exists, $100,000 in community enhancement fund money may be allocated to each Board member per fiscal year.
2. Community Enhancement funds shall fall under each supervisor's district fund line.
3. A project information form shall be completed for each request; the Clerk of the Board in conjunction with the appropriate department shall add the project to an agenda for consideration by the Board.
4. Projects under $50,000 shall be on the consent agenda; Projects over $50,000 shall be on the action agenda.
5. Expenditures shall be tracked per district and shall include the total cost of the project, to include labor, materials and other associated costs.
6. Any funding not used during the fiscal year shall move to a consolidated carry forward fund line under the Community Enhancement fund line as part of the general fund budget.

III. Authorized Projects: Authorized project categories are listed below. Projects that do not fit within these categories shall require a unanimous vote by the Board.

1. Multi-Use Paths
2. Hazard Abatement/Community Clean Up
3. County Maintained Road Improvements
4. Street Lights
5. Natural Resources Projects
6. Transit Support
7. Assistance with Right of Way Costs
8. Public Works Projects

Cochise County
Board of Supervisors

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

Community Enhancement Fund Project Information Form

Project Name: _____

Authorized Project Category:

❑Multi-Use Path
❑Hazard Abatement/Community Clean-Up
❑County Maintained Road Improvements
❑Street Lights
❑Natural Resources Projects
❑Transit Support
❑Assistance with Right-of-Way Costs
❑Public Works Projects
❑Other: _____

Responsible Department: _____ Department Contact: _____

Supervisor's District Fund Line, G/L: _____

Project Total Budget Amount (*includes all labor and materials*): _____

Project Description (*attach additional information/photos/maps as needed*):

Date Approved: _____

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

Consent 6.

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

Meeting Date: 07/09/2019

Approve Proclamation: Declare July 10, 2019 Fred G. Acost Job Corps Center Day

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

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

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

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

Information

Agenda Item Text:

Approve a Proclamation declaring July 10, 2019 Fred G. Acosta Job Corps Center Day in Cochise County.

Background:

The Fred G. Acosta Center has served many youth in Cochise County to assist them in bettering their situation and the County would like to recognize them for these contributions to the community.

Department's Next Steps (if approved):

File Cochise County's Proclamation.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

n/a

Budget Information

Information about available funds

Budgeted: ○ **Funds Available:** ○ **Amount Available:**

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Proclamation

Cochise County
Board of Supervisors

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

PEGGY JUDD
Chairman
District 3

ANN ENGLISH
Vice-Chairman
District 2

THOMAS E. BORER
Supervisor
District 1

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

ARLETHE G. RIOS
Clerk of the Board

PROCLAMATION

Fred G. Acosta Job Corps Center Day – July 10, 2019

WHEREAS, over the past forty years the lives of thousands of youth have been forever changed by Fred G. Acosta Job Corps Center's comprehensive residential, academic and career preparation program; and

WHEREAS, with the Fred G. Acosta Job Corps Center in Tucson, Arizona serves hundreds of youth between ages 16 and 24 years of age by providing high school diplomas and career technical education to these young men and women; and

WHEREAS, in addition to academic and employment training, Job Corps centers provide social skills training and other services to empower young men and women to obtain and hold a job, enroll in advanced training, enroll in college, or enter the armed forces; and

WHEREAS, over the past 40 years the Fred G. Acosta Job Corps Center has served more than 12,000 youth, of whom 95% of all youth earned industry-recognized industry credentials, and 85% of whom entered the workforce; and

WHEREAS, recent studies demonstrate significant economic gain from investment in dropout recovery by increasing employment while simultaneously reducing public expenditures associated with health care, crime, and social services; and

WHEREAS, it is timely and appropriate that the Cochise County, Arizona, celebrate Job Corps and its accomplishments in breaking the cycle of poverty, strengthening local community, and improving the quality of thousands of lives;

NOW, THEREFORE, BE IT RESOLVED THAT WE, the Cochise County Board of Supervisors, do hereby proclaim July 10, 2019 as Fred G. Acosta Job Corps Center Day for its contributions to the community.

APPROVED AND ADOPTED this 9th day of July 2019.

Peggy Judd, Chairman	Ann English, Vice-Chairman	Thomas E. Borer, Supervisor

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

Consent 7.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	07/09/2019		
Appointment of David Koch, District 1, to the Cochise County Planning & Zoning Commission			
Submitted By:	Dan Coxworth, Community Development		
Department:	Community Development	**Division:**	Development Services
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Dan Coxworth	**TITLE of PRESENTER:**	Director
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Appoint Mr. David Koch for the District 1 position of the Planning & Zoning Commission to serve a two year and six months term, ending December 31, 2021.

Background:

Fill a vacancy on the Planning & Zoning Commission, representing District 1, as a result of the Tom Borer's appointment to the Board of Supervisors.

Department's Next Steps (if approved):

Please give David Koch the oath of office to serve on the P&Z Commission.

Impact of NOT Approving/Alternatives:

District one vacancy will remain vacant.

To BOS Staff: Document Disposition/Follow-Up:

Provide a copy of the signed and notarized oath of office to Development Services.

Attachments

No file(s) attached.

Consent 8.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date:	07/09/2019		
Approve the Proposed Settlement of the Small Tax Appeal Roger A. Nusbaum v. Cochise County ST2018-000025			
Submitted By:	Susana Stark, County Attorney		
Department:	County Attorney		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Christine J. Roberts	**TITLE of PRESENTER:**	Civil Deputy County Attorney
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the proposed settlement of the Small Tax Appeal in Roger A. Nusbaum v. Cochise County, ST2018-000025, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value for parcel number 305-43-046 for tax year 2019. After inspecting the property, reviewing the taxpayers' documentation and other market factors/comparables, the Assessor agrees that the parcel's full cash value and limited property value for tax year 2019 should be lowered. The Assessor's recommended settlement offer is as follows:

- For tax year 2019, a reduction in full cash value from $599,781 to $64,400.
- For tax year 2019, a reduction in limited property value from $599,781 to $61,845.
- The assessment ratio be changed to 11.6%.
- The legal class shall remain mixed at class 4.1 / 2.

Assessor shall recalculate the 2019 and 2020 taxes on the subject property based upon full cash value and classification as stated above.
Each party would bear their own attorneys' fees and costs.
The taxpayer has accepted the settlement offer.

Department's Next Steps (if approved):

Upon approval by the Board, the parties will file the stipulated judgment and stipulation for entry of judgment with the Arizona Tax Court disposing of this matter, pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Stipulation for Entry of Judgement

Stipulated Judgement

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

SUPERIOR COURT OF ARIZONA

IN THE ARIZONA TAX COURT

ROGER A. NUSBAUM, Plaintiff, v. COCHISE COUNTY, a political subdivision of the State of Arizona, Defendant.	**Case No. ST2018-000025** **STIPULATION FOR ENTRY OF JUDGMENT** **(Assigned to Commissioner David W. Garbarino)**

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

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RESPECTFULLY SUBMITTED this ___ day of _____, 2019.

DATED: 20 May 2019

Roger A. Nusbaum
P.O. Box 645
Sonoita, AZ 85637
Plaintiff/Pro Per

Cochise County Attorney

By: _____
CHRISTINE J. ROBERTS
Civil Deputy County Attorney

Copy of the foregoing mailed
this _____day of _____, 2019, to:

Commissioner David W. Garbarino
East Court Building-813
101 West Jefferson
Phoenix, AZ 85003-2243

Roger A. Nusbaum
P.O. Box 645
Sonoita, AZ 85637
Plaintiff/Pro Per

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

SUPERIOR COURT OF ARIZONA

IN THE ARIZONA TAX COURT

ROGER A. NUSBAUM, Plaintiff, v. COCHISE COUNTY, a political subdivision of the State of Arizona, Defendant.	**Case No. ST2018-000025** **STIPULATED JUDGMENT** **(Assigned to Commissioner David W. Garbarino)**

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

IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The only parcel subject to this judgment is parcel number 305-43-046.

2. For tax year 2019:

- The full cash value of the subject property shall be reduced from $599,781 to $64,400;

- The limited property value of the subject property shall be reduced from $599,781 to $61,845;
- The assessment ratio shall be changed to 11.6%;
- The legal class shall remain mixed at class 4.1 / 2;

3. Defendant shall recalculate the 2019 and 2020 taxes on the subject property based upon the full cash value and classification, as stated above, pursuant to Arizona Revised Statute § 42-16002 B.1.

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

DATED this _____ day of _____, 2019.

_____
Commissioner Abramson

APPROVED AS TO FORM:

_____
Roger A. Nusbaum
P.O. Box 645
Sonoita, AZ 85637
Plaintiff/Pro Per

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

Consent 9.

Regular Board of Supervisors Meeting **Finance**

Meeting Date: 07/09/2019

Demands

Department: Board of Supervisors

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

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

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

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

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

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Demands

Demands 7/3/2019
Date Range 06/21/19-07/04/19
Warrant Range 34341-34581

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34341	06/27/2019	Accountable Healthcare Staffing, Inc.	5000 - Health Dept	100 General Fund	5,130.00
34342	06/27/2019	AlphaGraphics	0700 - Clerk of the Superior Court	100 General Fund	166.25
34343	06/27/2019	Amazon.com LLC	8000 - County Library District	171 County Library	258.57
34343	06/27/2019	Amazon.com LLC	8000 - County Library District	175 Friends of Library	17.65
34344	06/27/2019	American Inspection and Test, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	760.00
34345	06/27/2019	Anderson, Steven James	0810 - Court Administration	549 Probate Fees	250.00
34346	06/27/2019	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	3,339.62
34346	06/27/2019	Arizona Public Service - APS	7000 - Solid Waste	505 Solid Waste	994.32
34347	06/27/2019	Arizona State Forestry Division	4010 - Highway Dept Administration	261 Flood Control Distric	12,829.25
34348	06/27/2019	Arizona State Hospital	1600 - Finance	100 General Fund	1,498.00
34349	06/27/2019	Arizona State Prison Complex	2100 - Facilities Management	400 County Capital Projects	40,452.74
34349	06/27/2019	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	1,443.48
34350	06/27/2019	Arizona Supreme Court	1100 - Adult Probation	147 Adult Probation Svcs Fee	394.69
34351	06/27/2019	Arizona Town Hall	0100 - Board of Supervisors	100 General Fund	200.00
34352	06/27/2019	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	241.33
34353	06/27/2019	Auto Safety House	1750 - Fleet Management	109 Fleet Management	348.40
34354	06/27/2019	Aztec Welding Supply Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	266.64
34355	06/27/2019	Baker & Taylor, LLC	8000 - County Library District	171 County Library	206.59
34356	06/27/2019	Baker, Peterson, Baker & Associates, Inc.	4010 - Highway Dept Administration	261 Flood Control Distric	4,000.00
34357	06/27/2019	Barnett's Towing & Oxygen LLC	1750 - Fleet Management	109 Fleet Management	212.50
34358	06/27/2019	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Management	2,082.11
34358	06/27/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	355.08
34358	06/27/2019	Bisbee Napa	2100 - Facilities Management	100 General Fund	1,218.77
34359	06/27/2019	Blackstone Audio, Inc.	8000 - County Library District	171 County Library	47.00
34360	06/27/2019	Boostrom, Karen	0100 - Board of Supervisors	100 General Fund	200.00
34361	06/27/2019	Cable One	2100 - Facilities Management	100 General Fund	89.52
34362	06/27/2019	Cardinal Health Inc.	5000 - Health Dept	237 Health S.T.D. Grant	0.38
34363	06/27/2019	Catholic Community Services Southern Arizona, Inc.	0810 - Court Administration	100 General Fund	952.34
34364	06/27/2019	CDW LLC	1800 - IT/Communications	450 M.I.S. Capital Reserve	2,755.58
34365	06/27/2019	CenturyLink Communications	0700 - Clerk of the Superior Court	100 General Fund	316.50
34365	06/27/2019	CenturyLink Communications	1100 - Adult Probation	100 General Fund	136.12
34365	06/27/2019	CenturyLink Communications	1750 - Fleet Management	109 Fleet Management	31.75
34365	06/27/2019	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	31.63
34365	06/27/2019	CenturyLink Communications	5000 - Health Dept	100 General Fund	39.50
34365	06/27/2019	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	472.31
34366	06/27/2019	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	230.36
34367	06/27/2019	Circle K Stores, Inc. - Benson	0930 - Justice Court 3	100 General Fund	29.50
34368	06/27/2019	City of Sierra Vista	0100 - Board of Supervisors	100 General Fund	489.73
34369	06/27/2019	Cochise County JP#3 - Petty Cash	0930 - Justice Court 3	100 General Fund	10.00
34370	06/27/2019	Cochise County Justice Court #5	0950 - Justice Court 5	100 General Fund	50.63
34371	06/27/2019	Cochise County Solid Waste - Petty Cash	7000 - Solid Waste	505 Solid Waste	122.53
34372	06/27/2019	Cochise Lock and Safe, Inc.	0810 - Court Administration	100 General Fund	120.00
34373	06/27/2019	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	92,885.00
34374	06/27/2019	Cochise Supplies, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	73.32
34375	06/27/2019	Complete Aviation Fuel Systems	2100 - Facilities Management	105 Bisbee/Douglas Airport	2,960.53
34376	06/27/2019	Copygraphix Inc.	0700 - Clerk of the Superior Court	100 General Fund	96.10
34377	06/27/2019	DeFord, Andy	4010 - Highway Dept Administration	251 Highway Fund	100.00
34378	06/27/2019	Douglas, City of	5000 - Health Dept	243 Immunization Program	322.01
34379	06/27/2019	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	852.41
34380	06/27/2019	Environmental Systems Research Institute, Inc ESRI	1800 - IT/Communications	100 General Fund	12,564.54
34381	06/27/2019	Ergon Asphalt & Emulsions, Inc.	4010 - Highway Dept Administration	251 Highway Fund	149,881.63
34382	06/27/2019	ExhibitOne Corporation	0810 - Court Administration	100 General Fund	213,454.46
34383	06/27/2019	Faccio, Jason	7000 - Solid Waste	505 Solid Waste	100.00
34384	06/27/2019	Farmer Mansour, Brooke	0950 - Justice Court 5	100 General Fund	83.60
34385	06/27/2019	Fry Fire District	5000 - Health Dept	243 Immunization Program	810.26
34386	06/27/2019	Goodmans, Inc.	2100 - Facilities Management	400 County Capital Projects	339,440.80
34387	06/27/2019	Hodges Glass Co Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	510.00
34388	06/27/2019	Instrument Development Corporation	7000 - Solid Waste	502 Landfill Closures	271.75
34389	06/27/2019	Jamieson, Jamie	5000 - Health Dept	243 Immunization Program	155.61
34390	06/27/2019	Jimenez, Elizabeth Sarah	1200 - Juvenile Court Services	100 General Fund	811.55
34391	06/27/2019	Kelly, Peter A.	1310 - Indigent Defense Coordinator	100 General Fund	10,194.33
34392	06/27/2019	Killer Bee Honey LLC	2100 - Facilities Management	105 Bisbee/Douglas Airport	1,900.00
34393	06/27/2019	Law Office of Sarah Michele Martin	1310 - Indigent Defense Coordinator	100 General Fund	9,000.00
34394	06/27/2019	Lopez, Edward E.	0100 - Board of Supervisors	100 General Fund	200.00
34395	06/27/2019	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	40.49
34395	06/27/2019	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	31.33

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34396	06/27/2019	Mascott Equipment Co.	2100 - Facilities Management	105 Bisbee/Douglas Airport	1,600.45
34397	06/27/2019	McGowan, Mark J.	1310 - Indigent Defense Coordinator	100 General Fund	8,800.00
34398	06/27/2019	Merck Sharp & Dohme Corp.	5000 - Health Dept	243 Immunization Program	36,918.86
34399	06/27/2019	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	313.48
34400	06/27/2019	MGT OF AMERICA CONSULTING, LLC	1600 - Finance	100 General Fund	2,558.00
34401	06/27/2019	Mitchell, Victoria	0810 - Court Administration	100 General Fund	282.88
34402	06/27/2019	NCS Pearson, Inc.	1200 - Juvenile Court Services	581 JCRF Planning Grant	197.00
34403	06/27/2019	Kimberly B. Ohl	5000 - Health Dept	243 Immunization Program	534.17
34404	06/27/2019	OverDrive, Inc.	8000 - County Library District	171 County Library	1,483.15
34404	06/27/2019	OverDrive, Inc.	8000 - County Library District	182 CFSA-Troller Fund	900.59
34405	06/27/2019	Premier Alliances, Inc.	1900 - Development Services	100 General Fund	853.60
34406	06/27/2019	PrevenTronics	0810 - Court Administration	100 General Fund	24,546.45
34407	06/27/2019	PrevenTronics	0810 - Court Administration	100 General Fund	22,650.82
34408	06/27/2019	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	157.32
34408	06/27/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	148.79
34409	06/27/2019	Purcell Tire & Rubber Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	657.35
34410	06/27/2019	Qqest Asset Management, LLC - Manager Plus	2100 - Facilities Management	400 County Capital Projects	13,976.99
34411	06/27/2019	ROCK' N U	2100 - Facilities Management	105 Bisbee/Douglas Airport	3,416.00
34412	06/27/2019	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	1,893.45
34413	06/27/2019	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	202.86
34414	06/27/2019	San Diego Police Equipment Co	0810 - Court Administration	100 General Fund	458.36
34415	06/27/2019	Schasteen, Steve	4010 - Highway Dept Administration	251 Highway Fund	50.00
34416	06/27/2019	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	476.00
34417	06/27/2019	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	13,318.35
34417	06/27/2019	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	11,231.82
34418	06/27/2019	Smith, Brian	4010 - Highway Dept Administration	251 Highway Fund	95.00
34419	06/27/2019	Southern Arizona Auto Co. of Douglas	1750 - Fleet Management	100 General Fund	798.60
34420	06/27/2019	Southwest Gas Corporation	4010 - Highway Dept Administration	251 Highway Fund	106.51
34421	06/27/2019	Sparkletts	0100 - Board of Supervisors	100 General Fund	89.23
34421	06/27/2019	Sparkletts	1800 - IT/Communications	100 General Fund	139.94
34421	06/27/2019	Sparkletts	8000 - County Library District	171 County Library	40.17
34422	06/27/2019	Stamback Septic Service	2100 - Facilities Management	100 General Fund	201.59
34423	06/27/2019	Stan's Fence Co., Inc.	7000 - Solid Waste	505 Solid Waste	570.39
34424	06/27/2019	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	1,288.40
34424	06/27/2019	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	1,213.73
34425	06/27/2019	Sundance Engravers	0810 - Court Administration	100 General Fund	95.70
34426	06/27/2019	Sunsites-Pearce Fire District	5000 - Health Dept	243 Immunization Program	531.54
34427	06/27/2019	Supplemental Health Care	1200 - Juvenile Court Services	100 General Fund	4,456.00
34428	06/27/2019	Taylor, Sasha A.	0100 - Board of Supervisors	100 General Fund	85.39
34429	06/27/2019	Thomson West	0810 - Court Administration	151 Law Library	173.17
34430	06/27/2019	Thomson West	0810 - Court Administration	151 Law Library	173.17
34431	06/27/2019	TRAK Engineering, Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	8,508.06
34432	06/27/2019	Trane U.S. Inc.	2100 - Facilities Management	100 General Fund	3,153.35
34433	06/27/2019	Trumbull Software Associates, Inc.	5000 - Health Dept	100 General Fund	450.00
34434	06/27/2019	Valley Telephone Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	298.17
34434	06/27/2019	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	201.37
34435	06/27/2019	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	1,862.85
34436	06/27/2019	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	2,012.95
34437	06/27/2019	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	2,029.10
34438	06/27/2019	West Press	2200 - Human Resources	100 General Fund	58.27
34439	06/27/2019	Wick Communications	0100 - Board of Supervisors	100 General Fund	439.11
34440	06/27/2019	Williams, Ryan	1900 - Development Services	100 General Fund	559.00
34441	06/27/2019	WIST Office Products Co	1200 - Juvenile Court Services	155 Diversion Intake	5,970.84
34442	06/27/2019	YRC Freight	1710 - Heavy Fleet Management	600 Heavy Fleet Management	668.33
34443	06/27/2019	Chiricahua Community Health Centers, INC	1200 - Juvenile Court Services	100 General Fund	177.58
34444	06/27/2019	Chuar LLC	0200 - Treasurer	100 General Fund	5,036.63
34445	06/27/2019	Cochise County BOS - Petty Cash	0100 - Board of Supervisors	100 General Fund	765.00
34446	06/27/2019	Jefferson County, Colorado	8000 - County Library District	171 County Library	19.99
34447	06/27/2019	Lopez, Daniel Josue	1200 - Juvenile Court Services	100 General Fund	5.00
34448	06/27/2019	Cochise County/Sheakley/National Bank	1600 - Finance	110 Payroll Clearing Fund	3,891.06
34449	06/27/2019	Pre-paid Legal Services, Inc. dba LegalShield	1600 - Finance	110 Payroll Clearing Fund	6,050.90
34450	07/01/2019	Quality Carpet & Tile	2100 - Facilities Management	400 County Capital Projects	25,000.00
34451	07/03/2019	A&R Fire Protection LLC	2100 - Facilities Management	400 County Capital Projects	24,690.00
34452	07/03/2019	A+ Language Services	0600 - County Attorney	124 Attrny Anti-Racketeering	166.00
34453	07/03/2019	A-1 Glass & Screen	2100 - Facilities Management	100 General Fund	558.22
34454	07/03/2019	Accountable Healthcare Staffing, Inc.	5000 - Health Dept	100 General Fund	2,850.00
34455	07/03/2019	Address Data Services, Inc.	0700 - Clerk of the Superior Court	100 General Fund	625.00
34456	07/03/2019	Amazon.com LLC	8000 - County Library District	171 County Library	20.09
34457	07/03/2019	Apache Elementary School	9000 - School Superintendent	276 School Fund	23,167.79
34458	07/03/2019	Arizona Bag Company, LLC	4010 - Highway Dept Administration	261 Flood Control Distric	2,178.40

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34459	07/03/2019	Arizona City/County Management Association (ACMA)	0100 - Board of Supervisors	100 General Fund	674.80
34460	07/03/2019	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	192.00
34460	07/03/2019	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	612.26
34461	07/03/2019	Arizona Department of Corrections ASPC-Tucson	7000 - Solid Waste	505 Solid Waste	102.00
34462	07/03/2019	Arizona Emergency Products, Inc.	1750 - Fleet Management	109 Fleet Management	16,821.64
34463	07/03/2019	Arizona Health, LLC	5000 - Health Dept	249 Tobacco Education Grant	1,970.00
34464	07/03/2019	Arizona Justice of the Peace Association	0960 - Justice Court 6	100 General Fund	190.00
34465	07/03/2019	Arizona Medical Waste, LLC	5000 - Health Dept	100 General Fund	176.94
34466	07/03/2019	Arizona Medical Waste, LLC	5000 - Health Dept	100 General Fund	149.44
34467	07/03/2019	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	36,692.31
34467	07/03/2019	Arizona Public Service - APS	2100 - Facilities Management	105 Bisbee/Douglas Airport	6,886.47
34467	07/03/2019	Arizona Public Service - APS	4010 - Highway Dept Administration	251 Highway Fund	1,948.25
34468	07/03/2019	Arizona Water Company	2100 - Facilities Management	100 General Fund	3,275.76
34469	07/03/2019	Ash Creek Elementary School District	9000 - School Superintendent	276 School Fund	5,314.96
34470	07/03/2019	Athens Technical Specialists, Inc. (ATSI)	3000 - Sheriff	570 GIITEM	12,051.92
34471	07/03/2019	Atomic Nutrition, LLC	5000 - Health Dept	228 W.I.C. Grant	3,706.00
34472	07/03/2019	Auletta, Susan P	0810 - Court Administration	100 General Fund	650.00
34473	07/03/2019	Azam, Syed T.	5000 - Health Dept	100 General Fund	750.00
34473	07/03/2019	Azam, Syed T.	5000 - Health Dept	234 TB Control	500.00
34474	07/03/2019	Baker & Taylor, LLC	8000 - County Library District	171 County Library	117.33
34474	07/03/2019	Baker & Taylor, LLC	8000 - County Library District	175 Friends of Library	96.42
34475	07/03/2019	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	100 General Fund	1,155.02
34476	07/03/2019	Benson, City of	4010 - Highway Dept Administration	251 Highway Fund	445.71
34477	07/03/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	46.02
34477	07/03/2019	Bisbee Napa	2100 - Facilities Management	100 General Fund	195.78
34478	07/03/2019	Bowie Water Improvement District	2100 - Facilities Management	100 General Fund	90.96
34478	07/03/2019	Bowie Water Improvement District	4010 - Highway Dept Administration	251 Highway Fund	47.72
34479	07/03/2019	C Foster Resources LLC dba CFR LLC	5000 - Health Dept	243 Immunization Program	1,552.55
34480	07/03/2019	C&S Sweeping Services, Inc	4010 - Highway Dept Administration	251 Highway Fund	11,826.00
34481	07/03/2019	Campbell, Lynn	1900 - Development Services	100 General Fund	235.00
34482	07/03/2019	Center for Disease Detection, LLC	5000 - Health Dept	237 Health S.T.D. Grant	28.00
34483	07/03/2019	CenturyLink Communications	8000 - County Library District	171 County Library	1,459.09
34484	07/03/2019	CenturyLink Communications	0100 - Board of Supervisors	100 General Fund	65.24
34484	07/03/2019	CenturyLink Communications	0600 - County Attorney	100 General Fund	81.24
34484	07/03/2019	CenturyLink Communications	0600 - County Attorney	124 Attrny Anti-Racketeering	81.24
34484	07/03/2019	CenturyLink Communications	1400 - General Government	216 SEACOM Operations	301.92
34484	07/03/2019	CenturyLink Communications	2100 - Facilities Management	100 General Fund	99.37
34484	07/03/2019	CenturyLink Communications	2100 - Facilities Management	105 Bisbee/Douglas Airport	168.05
34484	07/03/2019	CenturyLink Communications	3000 - Sheriff	100 General Fund	588.54
34484	07/03/2019	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	63.69
34484	07/03/2019	CenturyLink Communications	5000 - Health Dept	100 General Fund	71.13
34484	07/03/2019	CenturyLink Communications	5000 - Health Dept	243 Immunization Program	110.88
34484	07/03/2019	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	157.73
34484	07/03/2019	CenturyLink Communications	9000 - School Superintendent	100 General Fund	7.96
34485	07/03/2019	Cerendipitees	0600 - County Attorney	100 General Fund	174.03
34486	07/03/2019	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	236.99
34487	07/03/2019	Cintas Fire Protection	2100 - Facilities Management	100 General Fund	8,969.91
34488	07/03/2019	City of Bisbee	1900 - Development Services	100 General Fund	5,337.85
34489	07/03/2019	City of Sierra Vista	5000 - Health Dept	243 Immunization Program	7,756.57
34490	07/03/2019	Cochise County Fire Chief's Association	3000 - Sheriff	100 General Fund	50.00
34491	07/03/2019	Cochise County Justice Court #4	0940 - Justice Court 4	100 General Fund	4.65
34492	07/03/2019	Cochise County Sub-Regional EMS Council (CCEMS)	3000 - Sheriff	100 General Fund	50.00
34493	07/03/2019	Cochise Family Advocacy Center	0600 - County Attorney	100 General Fund	4,425.00
34494	07/03/2019	Concentra Medical Centers	3000 - Sheriff	100 General Fund	205.50
34495	07/03/2019	Copygraphix Inc.	1300 - Public Defender	100 General Fund	162.40
34496	07/03/2019	Coverttrack Group Inc.	3000 - Sheriff	202 HIDTA	777.96
34497	07/03/2019	Cratsenburg, Diane	4010 - Highway Dept Administration	261 Flood Control Distric	102.00
34498	07/03/2019	Culligan of Tucson	0600 - County Attorney	100 General Fund	241.21
34498	07/03/2019	Culligan of Tucson	0810 - Court Administration	100 General Fund	292.45
34498	07/03/2019	Culligan of Tucson	0810 - Court Administration	161 Local Court Assist Fund	38.86
34499	07/03/2019	Deneke, Buffy	0810 - Court Administration	100 General Fund	35.00
34500	07/03/2019	Direct TV	3000 - Sheriff	208 Sheriff Inmate Welfare	67.63
34501	07/03/2019	Douglas, City of	5000 - Health Dept	243 Immunization Program	273.42
34502	07/03/2019	EBSCO Subscription Service	8000 - County Library District	171 County Library	4,534.65
34503	07/03/2019	Encyclopaedia Britannica, Inc.	8000 - County Library District	171 County Library	779.54
34504	07/03/2019	English, Ann S.	0100 - Board of Supervisors	100 General Fund	969.25
34505	07/03/2019	Ennis Paint, Inc.	4010 - Highway Dept Administration	251 Highway Fund	49,926.31
34506	07/03/2019	EnvisionWare, Inc.	8000 - County Library District	171 County Library	1,011.53
34507	07/03/2019	Federal Express Corporation	3000 - Sheriff	100 General Fund	61.69
34508	07/03/2019	Federal Resources Supply Company	5000 - Health Dept	100 General Fund	2,269.63

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34509	07/03/2019	Fry Fire District	3000 - Sheriff	100 General Fund	738.53
34509	07/03/2019	Fry Fire District	5000 - Health Dept	243 Immunization Program	995.38
34510	07/03/2019	Fuller, Valerie	4010 - Highway Dept Administration	261 Flood Control Distric	100.00
34511	07/03/2019	Galyon, Scott	4010 - Highway Dept Administration	251 Highway Fund	100.00
34512	07/03/2019	Gasper, Jo Ann	0810 - Court Administration	100 General Fund	16.82
34513	07/03/2019	Healthcare Innovations, Inc.	5000 - Health Dept	243 Immunization Program	2,698.06
34514	07/03/2019	Honeman, Van G.	0600 - County Attorney	124 Attrny Anti-Racketeering	28.00
34515	07/03/2019	Hubble, Anthony D	0810 - Court Administration	549 Probate Fees	250.00
34516	07/03/2019	Rosendo Anchondo Ibarra	0940 - Justice Court 4	100 General Fund	40.00
34517	07/03/2019	Judd, Peggy S.	0100 - Board of Supervisors	100 General Fund	937.28
34518	07/03/2019	KE&G Construction Inc.	4010 - Highway Dept Administration	251 Highway Fund	9,348.10
34519	07/03/2019	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	6,112.85
34520	07/03/2019	Kuttner, Ludwig G.	0100 - Board of Supervisors	100 General Fund	22.04
34521	07/03/2019	La Quinta Motor Inn-Phoenix	3000 - Sheriff	100 General Fund	318.62
34522	07/03/2019	Legend Technical Services of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	98.00
34523	07/03/2019	Long, Jerrod D. DDS	5000 - Health Dept	100 General Fund	735.00
34524	07/03/2019	Merck Sharp & Dohme Corp.	5000 - Health Dept	243 Immunization Program	64,608.00
34525	07/03/2019	MME Consulting Services LLC	1300 - Public Defender	104 Aid to Indigent Defense	37.50
34526	07/03/2019	Mundt, Lester Eugene	0810 - Court Administration	100 General Fund	15.08
34527	07/03/2019	National Council for Behavioral Health	5000 - Health Dept	221 Public Health Accreditation	1,724.16
34528	07/03/2019	Neurological Associates of Tucson	5000 - Health Dept	100 General Fund	219.31
34529	07/03/2019	Northern Cochise Community Hospital, Inc.	5000 - Health Dept	100 General Fund	374.03
34530	07/03/2019	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	30.00
34531	07/03/2019	Old Bisbee Enterprises	2100 - Facilities Management	400 County Capital Projects	4,805.00
34532	07/03/2019	OverDrive, Inc.	8000 - County Library District	171 County Library	393.99
34532	07/03/2019	OverDrive, Inc.	8000 - County Library District	182 CFSA-Troller Fund	908.72
34533	07/03/2019	Palominas Public School District #49	9000 - School Superintendent	276 School Fund	2,530.94
34534	07/03/2019	Petropolis, Angelo, MD PLLC	5000 - Health Dept	100 General Fund	48.68
34535	07/03/2019	Pima County	5000 - Health Dept	100 General Fund	87,500.00
34536	07/03/2019	Pitney Bowes, Inc.	2100 - Facilities Management	100 General Fund	241.67
34537	07/03/2019	PrevenTronics	0810 - Court Administration	100 General Fund	69,723.80
34538	07/03/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	9.94
34539	07/03/2019	Pueblo del Sol Water Company	4010 - Highway Dept Administration	251 Highway Fund	331.88
34540	07/03/2019	Relda LLC dba Dermatec	3000 - Sheriff	100 General Fund	961.99
34541	07/03/2019	RMIN, Inc	3000 - Sheriff	100 General Fund	250.00
34542	07/03/2019	Schlesinger, Aaron	0600 - County Attorney	124 Attrny Anti-Racketeering	49.00
34542	07/03/2019	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	2,297.20
34543	07/03/2019	Schrock, Laird	0100 - Board of Supervisors	100 General Fund	200.00
34544	07/03/2019	Securus Technologies, Inc	3000 - Sheriff	208 Sheriff Inmate Welfare	2,553.73
34545	07/03/2019	Sheftel Associates Dermatology	1300 - Public Defender	100 General Fund	35.00
34546	07/03/2019	Smith, Brian	4010 - Highway Dept Administration	251 Highway Fund	77.79
34547	07/03/2019	SourceHOV	0300 - Assessor	100 General Fund	3,382.47
34548	07/03/2019	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	115.85
34548	07/03/2019	Southwest Gas Corporation	4010 - Highway Dept Administration	251 Highway Fund	143.05
34549	07/03/2019	Southwest Hazard Control Incorporated	4010 - Highway Dept Administration	251 Highway Fund	1,200.00
34550	07/03/2019	Sparkletts	0500 - Elections	100 General Fund	164.12
34550	07/03/2019	Sparkletts	1300 - Public Defender	100 General Fund	83.05
34550	07/03/2019	Sparkletts	1900 - Development Services	100 General Fund	167.35
34550	07/03/2019	Sparkletts	2100 - Facilities Management	100 General Fund	331.06
34550	07/03/2019	Sparkletts	9000 - School Superintendent	100 General Fund	49.60
34551	07/03/2019	Sparkletts	0910 - Justice Court 1	311 JP 1 Enhancement Fund	124.50
34552	07/03/2019	Stamback Septic Service	2100 - Facilities Management	100 General Fund	553.18
34553	07/03/2019	Stan Greer Millworks	0810 - Court Administration	100 General Fund	12,029.00
34554	07/03/2019	Stericycle Inc.	3000 - Sheriff	100 General Fund	1,304.70
34554	07/03/2019	Stericycle Inc.	5000 - Health Dept	100 General Fund	825.11
34555	07/03/2019	Stockford, Barbara H.	1600 - Finance	100 General Fund	3,157.00
34556	07/03/2019	Streitfeld, Stephen V. MD PC	0810 - Court Administration	100 General Fund	500.00
34557	07/03/2019	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	5,040.20
34557	07/03/2019	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	468.75
34557	07/03/2019	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	240.21
34557	07/03/2019	Sulphur Springs Valley Electric Cooperative, Inc.	8000 - County Library District	171 County Library	119.33
34558	07/03/2019	Sune D14 Misc-A Holdings, LLC	2100 - Facilities Management	100 General Fund	11,444.87
34559	07/03/2019	Tadeo Chevron	3000 - Sheriff	100 General Fund	15.00
34560	07/03/2019	Tecta America Corp	2100 - Facilities Management	400 County Capital Projects	29,746.96
34561	07/03/2019	Templeman, Douglas D	0810 - Court Administration	100 General Fund	30.16
34562	07/03/2019	TransUnion Risk and Alternative Data Solutions	1300 - Public Defender	100 General Fund	120.00
34562	07/03/2019	TransUnion Risk and Alternative Data Solutions	1350 - Legal Defender	100 General Fund	109.60
34563	07/03/2019	Trinity Services Group, Inc.	3000 - Sheriff	100 General Fund	173.29
34564	07/03/2019	Tucson's Map & Flag Center	2100 - Facilities Management	100 General Fund	1,643.28
34565	07/03/2019	VCA Apache Animal Hospital	3000 - Sheriff	100 General Fund	89.12

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34566	07/03/2019	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	1,877.97
34567	07/03/2019	W W Grainger Inc	2100 - Facilities Management	100 General Fund	7,107.62
34568	07/03/2019	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	820.28
34568	07/03/2019	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	2,341.53
34569	07/03/2019	West Press	3000 - Sheriff	100 General Fund	69.81
34570	07/03/2019	Westlawn Chapel & Mortuary	5000 - Health Dept	100 General Fund	500.00
34571	07/03/2019	Wick Communications	0100 - Board of Supervisors	100 General Fund	135.38
34571	07/03/2019	Wick Communications	0600 - County Attorney	124 Attrny Anti-Racketeering	29.50
34572	07/03/2019	Wick Communications	1900 - Development Services	100 General Fund	85.10
34573	07/03/2019	WIST Office Products Co	0600 - County Attorney	100 General Fund	287.73
34573	07/03/2019	WIST Office Products Co	0600 - County Attorney	124 Attrny Anti-Racketeering	246.27
34574	07/03/2019	Cochise County Clerk of Superior Court	0700 - Clerk of the Superior Court	100 General Fund	78,534.12
34575	07/03/2019	Cochise County Sheriff's Department	3000 - Sheriff	100 General Fund	1,149.83
34575	07/03/2019	Cochise County Sheriff's Department	3000 - Sheriff	203 Jail Enhancement	875.00
34576	07/03/2019	US District Court	0600 - County Attorney	124 Attrny Anti-Racketeering	39.00
34577	07/03/2019	Becker, Grace	0910 - Justice Court 1	100 General Fund	90.33
34578	07/03/2019	Cochise County Highway & Floodplain Department	0910 - Justice Court 1	100 General Fund	138.00
34579	07/03/2019	Earhart Equipment Corporation	0600 - County Attorney	131 Attorney Diversion	2,400.00
34580	07/03/2019	Sierra Service Center	0950 - Justice Court 5	100 General Fund	56.57
34581	07/03/2019	Walmart	0950 - Justice Court 5	100 General Fund	9.98
					1,831,771.71

Public Hearings 10.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	07/09/2019		
Z-19-04 (Womack)			
Submitted By:	Robert Kirschmann, Community Development		
Department:	Community Development	**Division:**	Development Services
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Robert Kirschmann	**TITLE of PRESENTER:**	Planner II
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	
Docket Number (If applicable):	Z-19-04(Womack)		

Information

Agenda Item Text:

Adopt Zoning Ordinance 19-06 amending certain Zoning district boundaries from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres), pursuant to the application of Lavon and Rebecca Womack.

Background:

The Applicants Lavon and Rebecca Womack request a rezoning located at 1350 E. Barny Lane in Benson.

On Wednesday, June 12, 2019, the Cochise County Planning and Zoning Commission (Commission) voted unanimously to recommended approval of rezoning Z-19-04 to the Board of Supervisors.

The Rezoning Application requests to change the zoning from R-36 to RU-4 . The rezoning will preserve the open space and permit the use of the Owner-Builder Opt Out Amendment to the Cochise County Building Code.

The complete Planning Commission packet is included for additional detailed review and analysis.

Department's Next Steps (if approved):

The Ordinance and conditions will be recorded and the official zoning map updated.

Impact of NOT Approving/Alternatives:

The Zoning of the Parcel will remain R-36.

To BOS Staff: Document Disposition/Follow-Up:

Board staff will have the Ordinance signed and recorded, and will forward a copy to Planning Staff.

Budget Information

Information about available funds

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

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Presentation
Staff Report
Zoning Ordinance
Exhibit A
Planning Commission Report

COCHISE COUNTY

Z-19-04 (Womack)
A request to rezone from R-36 to RU-4

Board of Supervisors

July 9, 2019

Public Programs…Personal Service

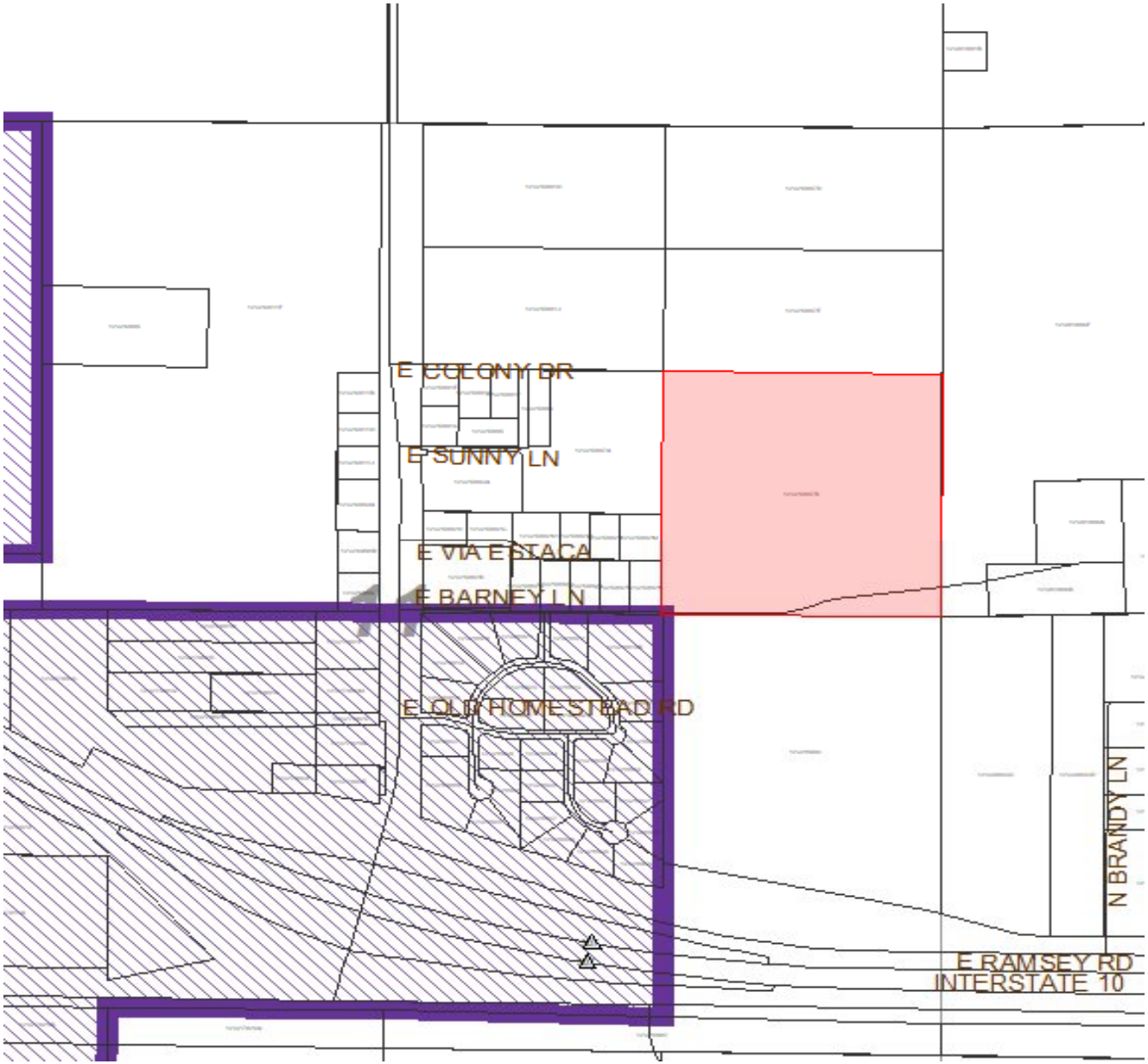
COCHISE COUNTY

Docket Z-19-04 (Womack)

- The Applicant is requesting rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres)
- Parcel 123-25-007B and is located at 1350 E. Barney Lane
- 40 acres
- The request is to facilitate use of the Owner Builder Opt-Out program and preserve the open space.
- The Applicants are Lavon and Rebecca Womack.
- Planning Commission unanimously recommended approval at the June 12, 2019 meeting.

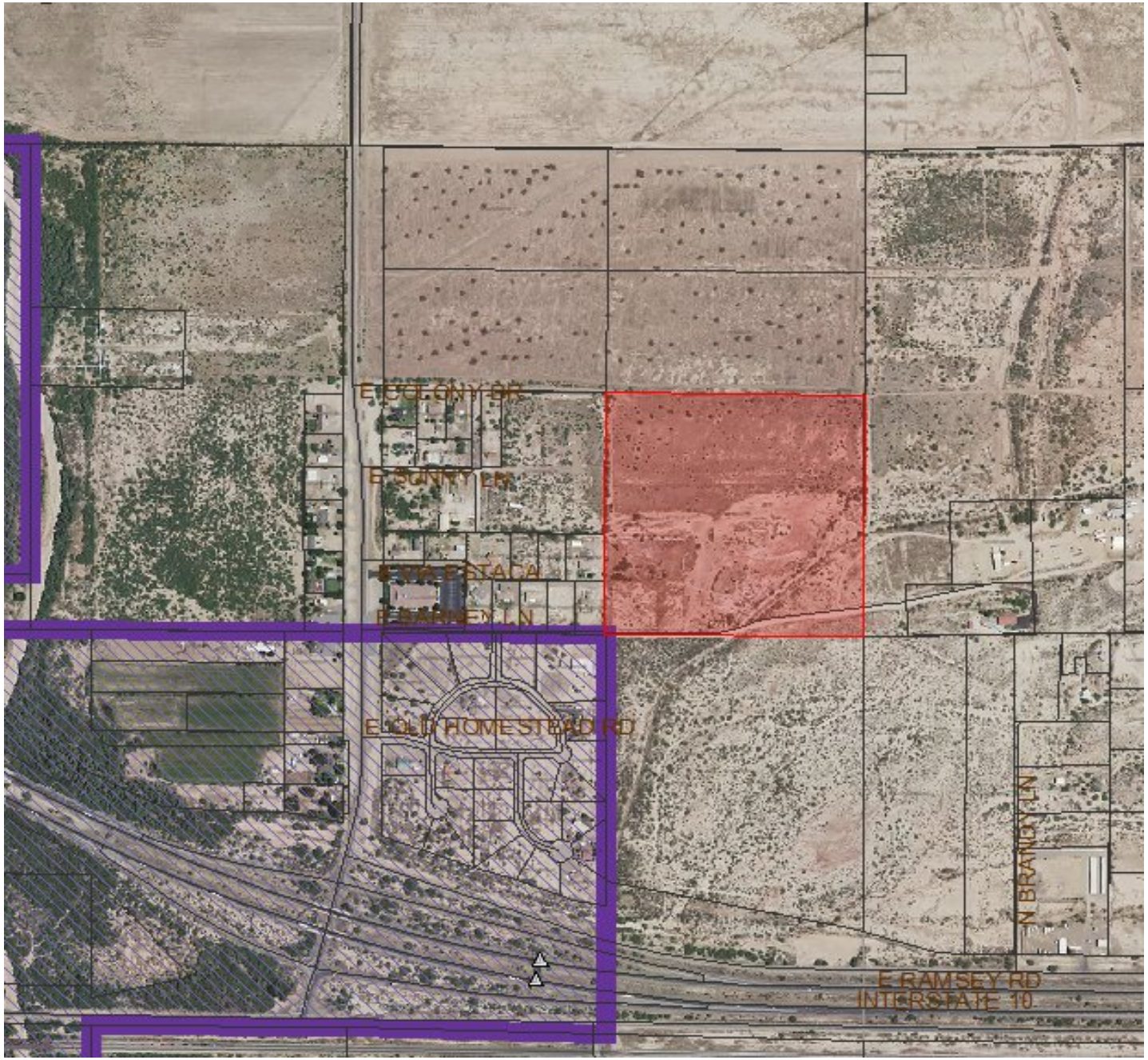
COCHISE COUNTY

Location Map:



COCHISE COUNTY

Aerial Photo:



COCHISE COUNTY

Site Photos:

COCHISE COUNTY

Site Photos:

COCHISE COUNTY

Site Photos:

Site Photos:

Site Photos:

Factors in Favor and Against Approving the Rezoning:

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of the existing development in the area;
2. The Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density; and
3. Two letters of support has been received.

Factors Against Approval

The area is adjacent to commercially designated property, in a Category B (Developing Area) near Interstate 10. The down zoning could restrict potential growth in the future.

COCHISE COUNTY

Planning Commission Recommendation: Conditional Approval

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

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

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

MEMORANDUM

TO: Cochise County Board of Supervisors
THROUGH: Ed Gilligan, County Administrator
FROM: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Planning Director
SUBJECT: Docket Z-19-04 (Womack)
DATE: June 27, 2019 for the Jult 9, 2019 Meeting

APPLICATION FOR A REZONING

The Applicants, Lavon and Rebecca Womack request a rezoning for a 40 acre parcel located at 1350 E. Barny Lane in Benson.

On Wednesday, June 12, 2019, the Cochise County Planning and Zoning Commission (Commission) voted unanimously to recommended approval of rezoning Z-19-04 to the Board of Supervisors.

The Rezoning Application requests to change the zoning from R-36 to RU-4 . The rezoning will preserve the open space and permit the use of the Owner-Builder Opt Out Amendment to the Cochise County Building Code.

The complete Planning Commission packet is included for additional detailed review and analysis.

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

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

ZONING ORDINANCE 19-___

AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM R-36 TO RU-4, PURSUANT TO THE APPLICATION OF LAVON AND REBECCA WOMACK

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

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

WHEREAS, Tax Parcels 123-25-007B were zoned as R-36 in 1975, and never developed in accordance with the R-36 Zoning District; and

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

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

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

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

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by Applicants Lavon and Rebecca Womack; and

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

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

The zoning classifications for Tax Parcels 123-25-007B, as shown on the map attached to this Resolution as Exhibit A, are changed from R-36 to RU-4. The property is located at 1350 E. Barney Lane north of Benson, AZ. The property is further described as being in Section 11 of

Township 17 South, Range 20 East of the G&SRB&M in Cochise County, Arizona. The Board of Supervisors approves Docket Z-19-04 subject to the following conditions of approval:

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

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 9th day of July 2019

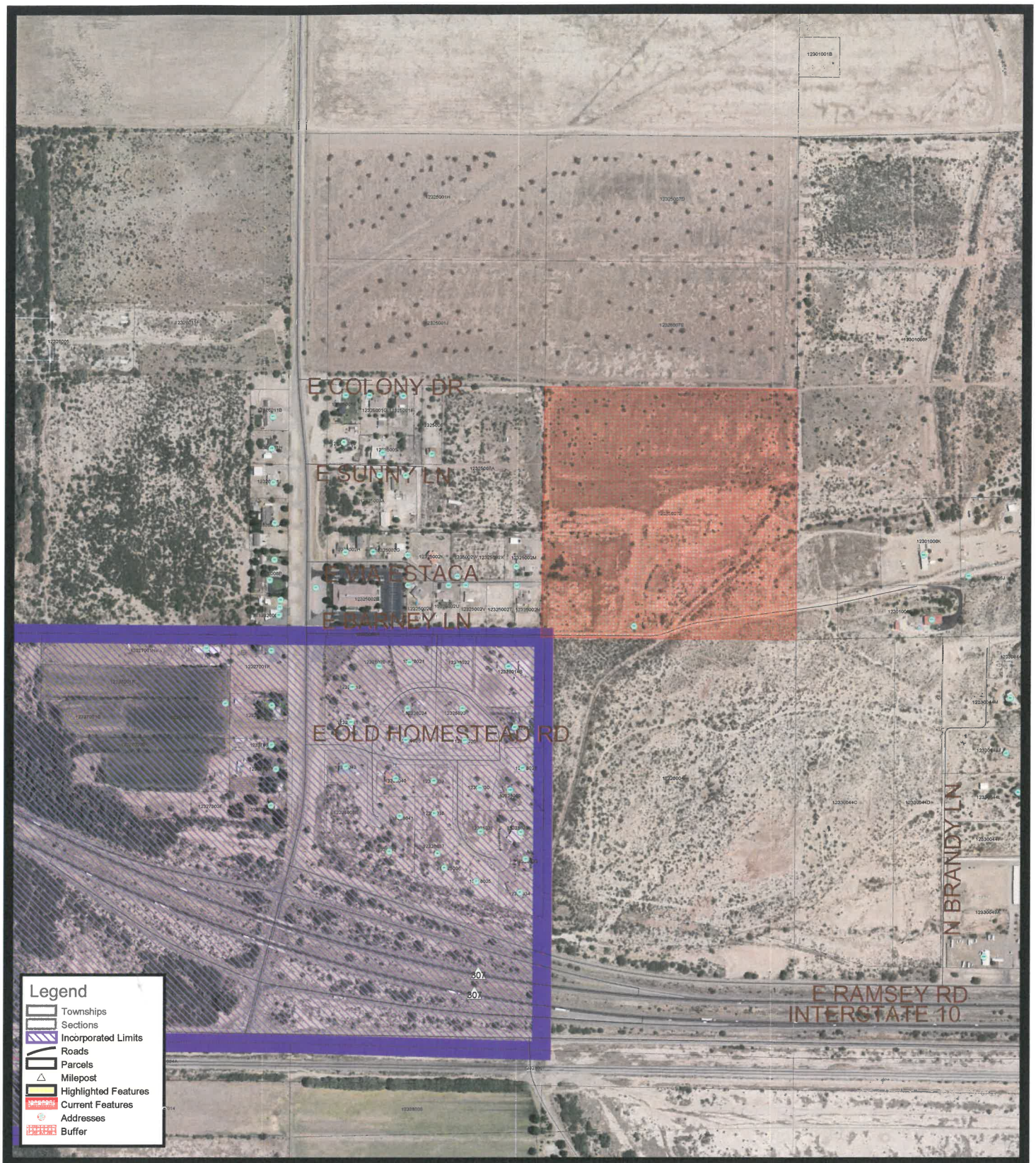
_____
Peggy Judd, Chair
Board of Supervisors

ATTEST:

_____
Arlethe Rios,
Clerk of the Board

APPROVED AS TO FORM:

_____
Christine Roberts,
Civil Deputy County Attorney



COUNTY OF COCHISE
1881
ARIZONA

Exhibit A

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

0' 1" = 711'

RKirschmann, 2019-06-27 14:53:02
(\\cc-gis1\geodesy\Encompass\Admin\Meta\View.Mdb)

This document is a graphic representation of our working records.
Please report potential map corrections for review to Cochise County GIS.

Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

MEMORANDUM

TO: Cochise County Planning and Zoning Commission
FROM: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket Z-19-04 (Womack)
DATE: May 22, 2019 for the June 12, 2019 Meeting

APPLICATION FOR A REZONING

The Applicants are requesting a rezoning (down zoning) from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres). The parcel is 40 acres.

The subject parcel, APN 123-25-007B is located at 1350 E. Barney Lane in Benson. It is further described as being situated in Section 11 of Township 17 South, Range 20 East of the G&SRB&M, in Cochise County, Arizona. The Applicants are Lavon and Rebecca Womack.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size:	40 acres
Current Zoning:	R-36 (Residential; one dwelling per 36,000 square feet)
Proposed Zoning:	RU-4 (Rural; one dwelling per 4 acres)
Growth Area:	D – Rural Area
Plan Designation:	Rural
Area Plan:	None
Existing Uses:	Few scattered, abandoned structures
Proposed Uses:	Single Family Residential

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	R-36	Vacant
South	GB	Vacant/Single family homes
East	RU-4	Scattered Rural Residential/storage
West	R-36	Vacant

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

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

II. PARCEL HISTORY

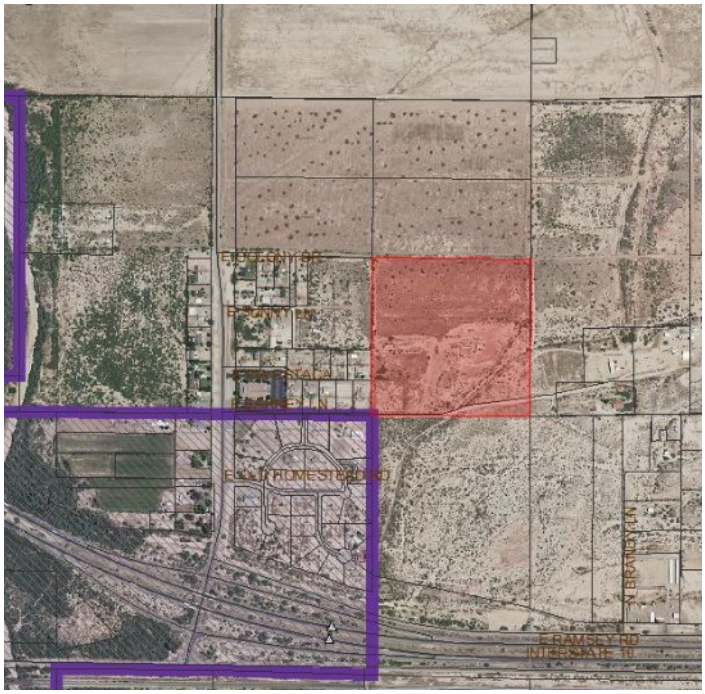
None

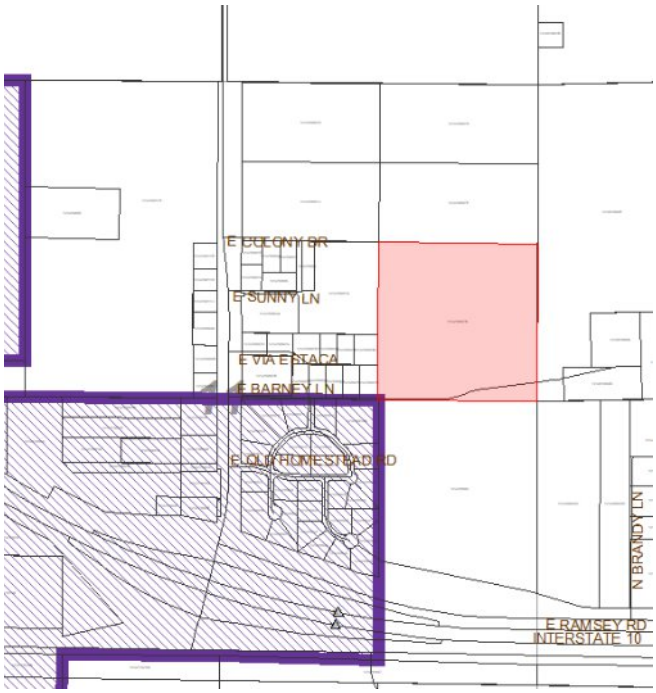
III. NATURE OF REQUEST

The Applicants are requesting to amend the zoning of their parcels from R-36 to RU-4. This will preserve the open space and permit the use of the Owner-Builder Opt Out Amendment to the Cochise County Building Code.

The area is largely vacant and scattered single family homes. There are scattered residential uses to the west, with most homes on parcels larger than the required 36,000 square feet. The parcel is somewhat in a transition zone between quasi urban and rural. To the south is a large parcel zoned General Business and a Comprehensive Plan Designation of B-Developing. The southwest corner of the parcel touches Benson city limits and an existing large lot subdivision. To the north of the lot is larger mixed agricultural/ranching parcels zoned RU-4 with a Comprehensive Plan designation of D-Rural.

A done zoning will not have any negative impacts on the surrounding properties, however it may have an impact in the future should the Benson area experience growth pressures in this area.





IV. ANALYSIS OF IMPACTS

Mandatory Compliance

Section 2208.03 of the Zoning Regulations requires that the amendment of Zoning District boundaries take place in compliance with the Comprehensive or Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category "D" Rural Area and is considered a "Rural" area per the Comprehensive Plan. RU-4 zoning is permitted in the Category "D," "Rural" areas and is the default zoning for the majority of the County, therefore this request to rezone to RU-4 complies with the Comprehensive Plan as detailed below.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Nine of the criteria are applicable to this request, and all of the nine applicable factors are met.

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

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

2. Compliance with Applicable Site Development Standards: Complies

As noted above, the 40-acre site has a few scattered and abandoned structures but is otherwise undeveloped. Downzoning to RU-4 would not negatively impact the ability of the parcels to be developed. The only site development standard that would become more stringent is the maximum density. The Applicant is aware of this, and has no plans to exceed the RU-4 density.

3. Adjacent Districts Remain Capable of Development: **Complies**

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

4. Limitation on Creation of Nonconforming Uses: **Complies**

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

5. Compatibility with Existing Development: Complies

The parcel is located in a transition area. The down zone to larger lots will be compatible with surrounding development, and provides for a transition north as you move away from the interstate.

6. Rezoning to More Intense Districts: **Not Applicable**

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

7. Adequate Services and Infrastructure: Complies

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

8. Traffic Circulation Criteria: **Complies**

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

9. Development Along Major Streets: **Not Applicable**

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

10. Infill: **Not Applicable**

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

11. Unique Topographic Features: Not Applicable

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

12. Water Conservation: Complies

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

13. Public Input: Complies

As a downzoning, the Applicant was not required to complete a Citizen Review. Staff mailed notices to neighboring property owners within one mile of the subject property on May 10, 2019. Staff posted the property on May 22, 2019 and published a legal notice in the *Herald/Review May 22, 2019*. Two responses in support was received.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

15. Compliance with Area Plan: Complies

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

V. PUBLIC COMMENT

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

VI. SUMMARY AND CONCLUSION

The request is for a downzoning, from R-36 (Residential; one dwelling per 36,000 square feet), to RU-4 (Rural; one dwelling per four acres) on a 40-acre site located at1350 E. Barney Lane in Benson. At this time, the area is characterized by open expanses, scattered residential development and agriculture. The Comprehensive Plan designates the site as Rural.

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of the existing development in the area;
2. The Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current

character of the neighborhood, and the request would facilitate such a density; and

3. Two letters of support has been received.

Factors Against Approval

The area is adjacent to commercially designated property, in a Category B (Developing Area) near Interstate 10. The down zoning could restrict potential growth in the future.

VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the request for a rezoning, from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres) on a 40-acre parcel located 1350 E. Barney Lane in Benson to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions:

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

Z-19-04 (Womack

Print Form

Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

ck 7361 enclosed
$250.00

COCHISE COUNTY
APR 11 2018
PLANNING

COCHISE COUNTY REZONING APPLICATION

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

1. Applicant's Name: Lavon & Rebecca Womack
2. Mailing Address: 3222 S. Portia Ave.

Tucson	AZ	85730
City	State	Zip Code

3. Telephone Number of Applicant: 520-784-3326 Rebecca Cell
4. Telephone Number of Contact Person if Different: 520-780-6720 Lavon Cell
5. Email Address: womack71@msn.com
6. Assessor's Tax Parcel Number: 123 - 25 - 007B (Can be obtained from your County property tax statement)
7. Applicant is (check one):
   - Sole owner: _____
   - Joint Owner: X (See number 8)
   - Designated Agent of Owner: _____
   - If not one of the above, explain interest in rezoning: _____
7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:
   - List attached (if applicable): X
8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Describe all structures already existing on the property: Abandoned Structures x2

Shells of old cinderblock houses.

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: No site plan yet.

We are planning on building a house, horse shelters, horse pens and possibly a workshop over time.

19. Are there any deed restrictions or private covenants in effect for this property?
    - No X Yes _____
    - If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes X No _____

OF PROPERTY OWNERS WITHIN THE PROPOSED ZONING DISTRICT

This form is to be completed if there is more than one property owner and more than one parcel within the proposed zoning district.

I, the undersigned owner of record of property which lies within the area of the proposed rezoning set forth in the attached application, do hereby consent to the proposed change of zoning district boundary or reclassification of the property(ies) sought for rezoning. I do hereby certify and declare that I was afforded an opportunity to read the full and complete application prior to affixing by signature hereon.

Parcel Number	Owner of Record, Printed Name & Address	Signature	Date
123.26.007E	Rod Xanthos	Rod Xanthos	2-27-19
	9855 E. Mary Drive		
	Tucson, AZ 85730		
123.26.007E	Sharon Xanthos	Sharon Xanthos	2-27-19
	9855 E. Mary Drive		
	Tucson, AZ 85730		

(Attach separate pages if necessary)

Rezoning Application Evaluation Criteria

Section 2208.03.B. of the Cochise County Zoning Regulations provides fifteen (15) rezoning evaluation

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

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

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

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

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Pomeren Water and/or Well	
Sewer/Septic	Septic/Private	
Electricity	SSVEC	
Natural Gas	None	
Telephone	Cell	
Fire Protection	Benson Fire Department Station 71	

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

We bought 2 Parcels adjoining each other. One Parcel is RU-4 and we want this Parcel to be RU-4, too.

We do not want to subdivide this parcel which R-36 is appropriate for.

25. AFFIDAVIT

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

Applicant's Signature: Rebecca Donald

Date: 4-4-2019

CONSENT SIGNATURE FORM

2018-18642
Page 1 of 6
Requested By: PIONEER TITLE AGENCY - METRO
David W. Stevens - Recorder
Cochise County , AZ
10-10-2018 09:53 AM Recording Fee $15.00

When recorded mail to
Lavon Womack
Rebecca Womack
3222 S. Portia Avenue
Tucson, AZ 85730

207682 - VR

Tax Parcel No.: 123-01-006F, 123-25-007B

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars and other valuable consideration,

Riley Lake Holding, LLC, a Wisconsin Limited Liability Company (hereafter "Grantor"), do/does hereby convey to

Lavon Womack and Rebecca Womack, husband and wife, as community property with right of survivorship, as to an undivided 50% interest and The Rodney Dean Xanthos and Sharon Beverly Xanthos Revocable Living Trust dated January 18, 2003 (hereafter "Grantee"), the following real property situated in Cochise County, Arizona: * Rodney Dean Xanthos and Sharon Beverly Xanthos, Trustees of

See Exhibit A attached hereto and made a part hereof.

Pursuant to A.R.S § 33-404, the names and addresses of the beneficiaries of the above referenced Trust are disclosed in the Trust Disclosure Exhibit attached hereto and incorporated herein by reference.

Subject to Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record. The Grantor warrants the title against all persons whomsoever.

DATED: September 28, 2018

Riley Lake Holding, LLC, a Wisconsin Limited Liability Company

By: _____
Karen M. Lallemont, Member

State of Wisconsin }
} ss.
County of Chippewa }

The foregoing instrument was acknowledged before me this 4 day of October, 2018 by Riley Lake Holding, LLC, a Wisconsin Limited Liability Company.

KIMBERLY A MARTEN
Notary Public
State of Wisconsin

NOTARY PUBLIC Kimberly A Marten
My commission expires: 6-15-19

60738-5-0

Rezoning Docket Z-19-04 (Womack)

__✓__ **YES**, I SUPPORT THIS REQUEST
Please state your reasons:

_____

_____

_____

_____

_____

_____

_____ **NO**, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

_____

_____

_____

_____

_____

_____

(Attach additional sheets, if necessary)

PRINT NAME(S): South Winds LLC Carol Vernon mng member

SIGNATURE(S): _____

_____

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

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Friday May 31, 2019** to be included in the staff report to the Commission, and by **Friday June 28, 2019** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Robert Kirschmann at rkirschmann@cochise.az.gov. Comments received after the May 30 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the **public hearing on June 12, 2019 for the Planning and Zoning Commission and July 9, 2019 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Rezoning Docket Z-19-04 (Womack)

__X__ **YES**, I SUPPORT THIS REQUEST
Please state your reasons:

_____

_____

_____

_____

_____

_____

_____ **NO**, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

_____

_____

_____

_____

_____

_____

(Attach additional sheets, if necessary)

PRINT NAME(S):
DONA LEE KARTCHNER

SIGNATURE(S): Dona Lee Kartchner

YOUR TAX PARCEL NUMBER: 123 280 2401 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Friday May 31, 2019** to be included in the staff report to the Commission, and by **Friday June 28, 2019** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Robert Kirschmann at rkirschmann@cochise.az.gov. Comments received after the May 30 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the **public hearing on June 12, 2019 for the Planning and Zoning Commission and July 9, 2019 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Public Hearings 11.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	07/09/2019		
SUA 19-06 (Counter Intelligence), an Appeal by Mr. Terrance Hogan			
Submitted By:	Robert Kirschmann, Community Development		
Department:	Community Development	**Division:**	Development Services
Presentation:	PowerPoint	**Recommendation:**	Disapprove
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Robert Kirschmann	**TITLE of PRESENTER:**	Planner II
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	
Docket Number (If applicable):	SU-19-06 (Counter Intelligence)		

Information

Agenda Item Text:

Approve the denial to appeal the decision to approve Docket SU-19-06 (Counter Intelligence), a request for a Special Use Authorization to allow construction of a 1,600 square foot building to be used in manufacturing of counter tops on a 4.55 acre site zoned RU-4, thereby upholding the May 8, 2019 Planning and Zoning Commission decision.

Background:

Mr. Terrance Hogan is appealing the May 8, 2019, unanimous decision by the Planning and Zoning Commission approving docket SU-19-06 (Counter Intelligence). The decision authorized the construction of a 1,600 square foot building to be used in manufacturing of counter tops.

Department's Next Steps (if approved):

If the Appeal is granted, overturning the Planning and Zoning Commission approval of docket SU-19-06, Staff will notify the property owner and appellant of the denial.

Impact of NOT Approving/Alternatives:

If the Appeal is denied, and the Planning and Zoning Commission decision is upheld, docket SU-19-06 will be approved and Staff will notify the applicant and appellant of the decision.

To BOS Staff: Document Disposition/Follow-Up:

None required.

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

Presentation
Staff Report
Appeal
Appeal Public Comments
Planning Commission Report
Special Use Public Input
Special Use Application
Agency Comments

COCHISE COUNTY

Docket SUA-19-06 (Counter Intelligence)

Appeal of the Planning & Zoning Commission
Approval of a Special Use Authorization
For manufacturing in
in a Rural zoning district.

Board of Supervisors
July 9, 2019

Public Programs…Personal Service

COCHISE COUNTY

Docket SUA 19-06(Counter Intelligence)

- On May 8, 2019 the Planning and Zoning Commission voted unanimously (5-0) to approve the construction of a 1,600 square foot building to be used in the manufacturing of counter tops.
- The Appellant seeks to overturn the Commission's decision on the basis:
  - Misrepresentation of the "character of Ranchos Cochise"
  - Misrepresentation of "Arizona Legislation of General, Comprehensive, and Envision 2020"
  - The approval "will do irreparable harm to residents of Ranchos Cochise, Cochise County as a whole, the state of Arizona and Mr. Hogan personally"
- The Appellant is Mr. Terrance Hogan

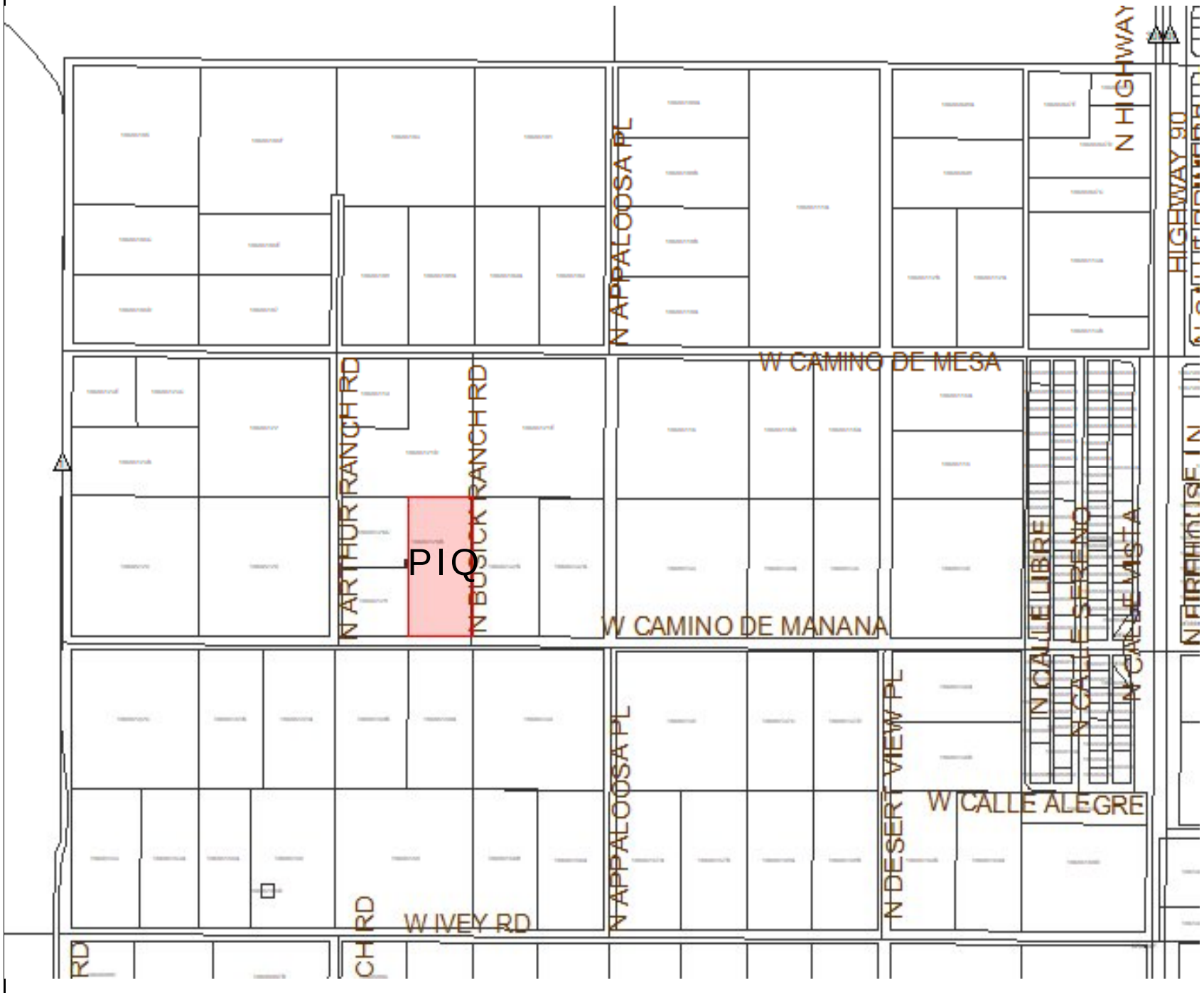
COCHISE COUNTY

Docket SUA 19-06(Counter Intelligence)

- The proposed use is to approve a 1,600 square foot building to be used in manufacturing counter tops
- The subject property, 106-04-126B is located at 2439 N. Busick Road
- The site currently has a single family home and is zoned RU-4
- The site is 4.55 acres

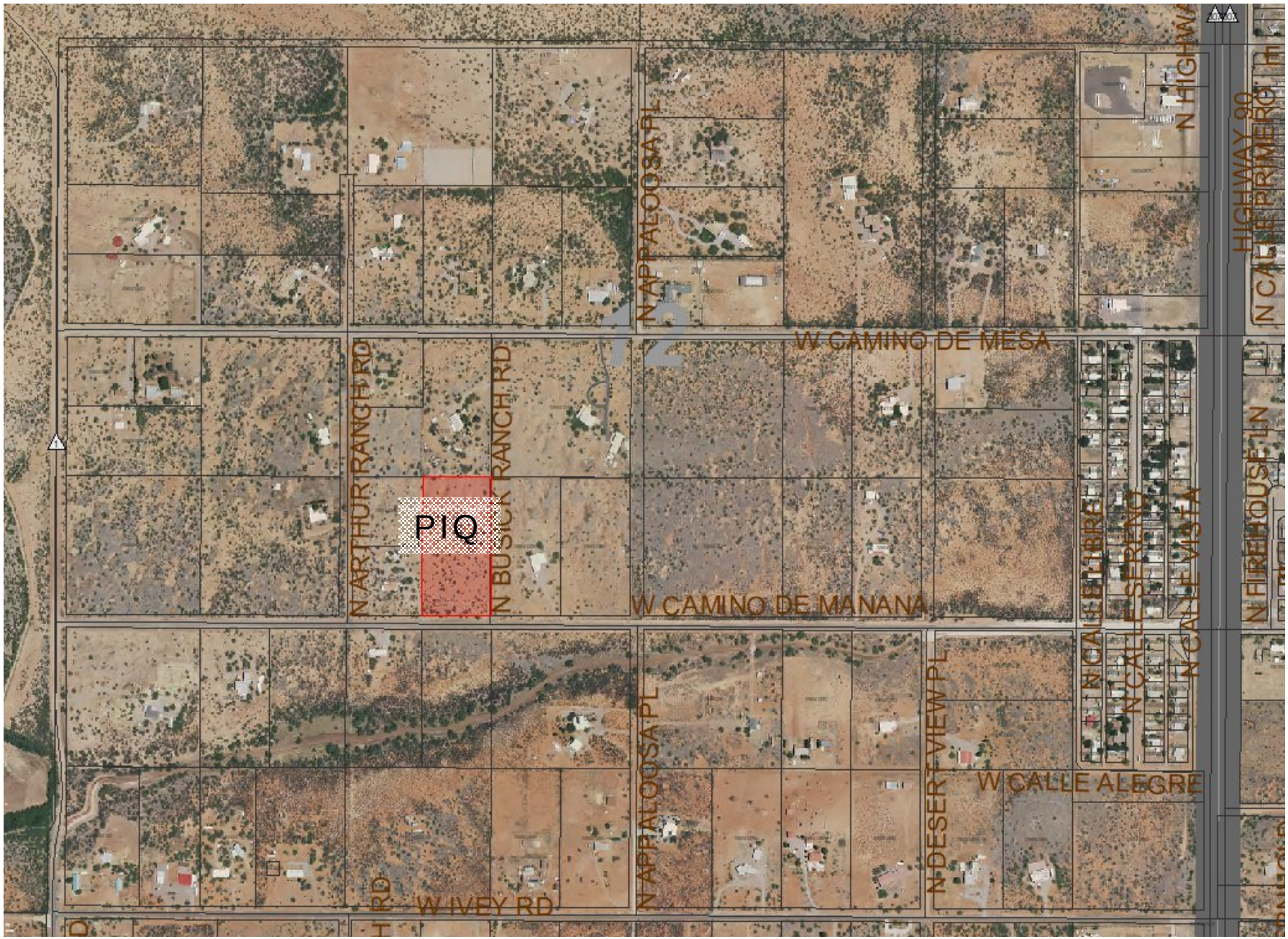
COCHISE COUNTY

Location



COCHISE COUNTY

Aerial Photo



COCHISE COUNTY

Proposed Site Plan

Process:

- No actual manufacturing
- Raw slab delivered by personal pick up truck no semis or large trucks
- Slab is sanded, contoured, glued
- Minimal water used only to rinse dust, which dries on floor and is swept up

Figure 1

COCHISE COUNTY

Factors for or Against a Proposed Special Use Authorization

- Zoning Regulations have 10 factors used to evaluate a proposal
  - Nine of the criteria apply to this request
  - As submitted complies with 7 criteria
  - One criteria complies with modifications
    - Site Development Standards
  - One criteria does not comply
    - Public Input

COCHISE COUNTY

Section 1716.04 of the Zoning Regulations governs the appeal of Special Use Authorization Decisions.

The Appeal shall include:

1. An identification of the decision being appealed; The Appellant requests that the entire decision be overturned.
2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion; The Appellant states that misinformation was provided to the Planning Commission.
3. Written presentation of additional testimony and evidence, a full explanation of the additional testimony and evidence that will be submitted, with an explanation of why this was not presented to the Planning Commission. The Appellant provided several pages as to why he has filed the appeal

COCHISE COUNTY

Factors in Favor of Denying the Appeal

1. The Planning Commission voted unanimously to approve the original request
2. With the recommended Conditions of Approval, the Special Use would fully comply with the seven Special Use factors used by staff to analyze this request;
3. The subject parcel is of a size and configuration that would allow compliance with all applicable site development standards with the conditions;
4. The proposed Special Use is low impact and more akin to a home occupation.
5. The request for this Special Use is allowable within the RU-4 Zoning District;
6. Four letters of support were received for the original request, two in response to the appeal notice.

COCHISE COUNTY

Factor In Favor of Granting the Appeal

1. Sixty-nine letters in opposition to the original request were received, six in response to the appeal notice.

Recommendation:

Based on the Factors in Favor of Denial of the Appeal, Staff recommends Denial of the Appeal, thereby upholding the Planning and Zoning Commission's Approval of SU-19-06, with the original Conditions of Approval.

Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

MEMORANDUM

TO: Cochise County Board of Supervisors
THROUGH: Edward T. Gilligan, County Administrator
FROM: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Development Director
SUBJECT: Docket SUA-19-06 (Counter Intelligence) Appeal
DATE: June 24, 2019 for the July 9, 2019 Meeting

APPEAL OF A SPECIAL USE AUTHORIZATION

Mr. Terrance C. Hogan has filed an Appeal against a decision made by the Cochise County Planning and Zoning Commission on Wednesday, May 8, 2019. On a 5 – 0 vote, the Commission granted a request for Special Use Authorization to construct a 1,600 square foot building to be used in manufacturing counter tops. The 4.55 acre site, 106-04-126B, is located 2439 N. Busick Ranch Road and is zoned RU-4.

Section 1716.04 of the Zoning Regulations states that appeals of Special Use decisions shall be heard by the Board of Supervisors at a duly noticed public hearing.

NATURE OF THE APPEAL/PLANNING AND ZONING COMMISSION MEETING

In March of 2019 Mr. Jonathan Montez of Counter Intelligence started discussing moving his existing counter business to his existing residence located at 2439 Busick Road. The business involves taking a slab of Corian type material cutting, sanding and finishing the product. Per County Zoning Regulations, the business is considered Manufacturing, Wholesaling, Warehousing, Distribution, and/or Storage of Products, activity area not to exceed 5,000-square feet, requiring Special Use authorization per Section 607.17.

At the Commission hearing, the Commissioners took public testimony from six individuals, five that were in opposition. After considering all facts the Commission voted unanimously (5 – 0) to approve the request.

Mr. Terrance Hogan has appealed the decision of the Planning and Zoning Commission to approve the request. In the Appeal documents, he cites (list is not exhaustive, please see Attachment for full appeal statement):

- Misrepresentation of the "character of Ranchos Cochise"
- Misrepresentation of "Arizona Legislation of General, Comprehensive, and Envision 2020"
- The approval "will do irreparable harm to residents of Ranchos Cochise, Cochise County as a whole, the state of Arizona and Mr. Hogan personally"

The Staff report presented to the Planning Commission is attached for your reference.

COCHISE COUNTY
COMMUNITY DEVELOPMENT
"Public Programs...Personal Service"

Rec'd. 5/22/19 3:45 p.m. ZRD.

SPECIAL USE APPLICATION FOR APPEAL

NAME OF APPELLANT: TERRANCE C. HOGAN

ADDRESS: 365 W. CAMINO DE MANANA PARCEL I.D.# 106 04 132A

PHONE NUMBER: 651-450-5559

EMAIL ADDRESS: TERRANCE@TERRYHOGAN.COM

NUMBER OF DOCKET APPEALED: SU- 19-06

DATE OF COMMISSION DECISION: MAY 8, 2019

DATE OF APPEAL SUBMITTAL: MAY 22, 2019 FEE PAID: $ 300.00

In addition to the $300 fee, the following information shall be provided before an appeal can be accepted. If more room is needed please attach additional pages.

1. Description of the decision being appealed. An appellant can appeal the Commission's decision for approval or disapproval or any conditions stipulated as part of docket approval.

PLANNING COMMISION REPORT "NATURE OF REQUEST" SUBMITTED BY MR. ROBERT M. KIRSCHMANN DOES NOT ACCURATELY REFLECT THE TRUE CHARACTER OF THE RANCHOS COCHISE COMMUNITY & ACTUALLY MISREPRESENTS THE INTENT OF ARIZONA LEGISLATION OF GENERAL, COMPREHENSIVE, & ENVISION 2020. IN THE RESIDENTIAL RURAL ZONING DISTRICT MANUFACTURING IS "NOT ALLOWED" W/O & UNLESS A SPECIAL USE AUTHORIZATION IS GRANTED. GRANTING THIS SPECIAL USE REQUEST WILL DO IRREPARABLE HARM TO THE RESIDENTS OF RANCHOS COCHISE, COCHISE COUNTY AS A WHOLE, THE STATE OF ARIZONA, & MR. HOGAN PERSONALLY. PLEASE SEE EIGHT PAGE ATTACHMENT

Special Use Appeal Application
Page Two

2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision was erroneous, arbitrary, capricious, or any abuse of discretion.

MR. KIRSCHMANN CONFLATES THE ISSUE, RATHER ~~A NON-ISSUE~~ NON-ISSUE, OF HOME OCCUPATION WITH PURELY COMMERCIAL LAND USE.
~~***~~ PLEASE SEE ATTACHED EIGHT PAGE DOCUMENT

LOT MODIFICATION SHOULD BE REQUIRED

3. Written presentation of additional testimony & evidence. A full explanation of the additional testimony & evidence that will be submitted with explanation of why this was not presented to the Planning Commission.

IN THE ABSENCE OF PRESCRIBED AUDIO FILES ALL TEN OF THE SPECIAL USE CRITERIA ARE REDRESSED IN A SEVEN PAGE DOCUMENT RESEACHED, PREPARED, & DISSEMINATED BY MR. HOGAN.
~~***~~ PLZ SEE ATTACHED S.P. REPORT & OTHER COMMENTS
MR. KIRSCHMANN MISAPPLIED HIS KNOWLEDGE, SKILLS, & ABILITIES IN JUSTIFYING THE FACTORS IN FAVOR OF APPROVING THIS SPECIAL USE APPLICATION

SIGNATURE Timothy C. Hogan

TERRANCE C. HOGAN
May 22, 2019
Appeal Cochise County Planning Commission
Docket SU-19-06 (Counter Intelligence)

On Thursday May 21 I spoke to Mr. Montez. During our conversation he thanked me for calling and said No one else had contacted him. We agreed to seek a compromise. .. I admire Mr. Montez's ambition and respect his work ethic. I pray for Mr. Jonathon Montez, his wife Samira, and their four children that they may prosper and be in good health. My intention is not to cause him to stumble. In fact, he will always be welcome to a chair at my table and if he builds a garage and needs help I will gladly lend a hand.

As a rule of thumb the "No harm | no foul" should be applied. Mr. Montez can find alternative locations already zoned, and ready to accommodate. He can also build his garage. However, the harm that this "Special Use Application", if permitted, will not only harm me financially, emotionally and psychologically but will cause irreparable harm to the Cochise Ranchos Community at large.

I am appealing the Special Use Authorization from Cochise County Planning Commission docket SU-19-06 (Counter Intelligence) because the Cochise County Planning Commission's Decision is dangerously deficient, imminently harmful, lacking due diligence, and misleading the County of Cochise to misapply the law. I pray that Mr. Montez's request be denied and or referred back to zoning for lot modification because it is more appropriate to modify from currently zoned Rural Residential to commercial zoning than it is to allow the Special Use. Lot modification process is available to address exceptions administratively.

Incomplete, inadequate, and inappropriate Agency response:

HI-WAY AND FLOOD PLAIN:

1. Hi-way and flood plain comments insufficient not addressing lack of private road maintenance agreement.
2. Hi-way and flood plain comments not addressing excessive access points on privately maintained road.
3. Hi-way and flood plain comments failed to consider serious adverse impact to neighbors downstream.

Health, Safety, and Sanitation:

1. Did not consult with local Fire Department to determine if fabrication process, i.e., dust from grinding, sanding, milling, is volatile and therefore creates fire hazard.
2. Did not consult with Whetstone Fire Department to determine if vapors produced from using acrylic polymer during fabrication could cause an explosion.
    a. Innocent Children needlessly exposed to adverse long term health issues such as asthma and pulmonary fibrosis.
3. No toileting for workers violates many levels including A. D. A., OSHA, E. P. A.

Planning Commission analysis is ***mis***representative because it really doesn't represent the policies outlined in the General Plan, Comprehensive Plan, or the Envision 2020 Plans.

Does not adhere with the Bobocamari Plan:

1. Policy Number One "New land uses should be compatible with adjacent existing uses."

In their analysis of how the neighborhood would be impacted they couldn't be more wrong.
The notion that the proposed project is in compliance with the following use factors is preposterous:

1. The proposed project ***does not comply*** with the Comprehensive plan as attested to by the sixty-nine letters of opposition. Growth in the area has been largely rural residential including single family, farm, and ranch. The county would be hard pressed to find a single ongoing commercial / light industrial land use within Ranchos Cochise.
    a. While the Planning Commission is correct in their assessment that Ranchos Cochise has build-out potential for residential and agriculture Ranchos Cochise does not tolerate Mr Montez's type of development and his proposed land use.
2. Planning Commission erroneously assumes this operation serves local needs.
    a. Mr. Montez does not have any clients in Ranchos Cochise and is certainly not compatible.
3. The Hi-way Department failed to provide any data on the development of traffic.
    a. Providing secondary access points is against policy.
    b. Mr. Montez has failed to enter into a private maintenance agreement for the utilization of Busick Ranch Road.
4. The Hi-way Department failed to provide any data on the traffic.
    a. Dune buggies, dirt bikes, ATV's, donkeys, horses, and mules traverse the road more quite frequently.
    b. **Any increase** in vehicular traffic would be substantial, double digit increase.
5. The Planning Commission ignores the Shared Well Agreement legally documented with Cochise County which expressly forbids ***"commercial use of well water".***
    a. There is no remedy at law for monitoring this illegal use of the "shared well water".
        i. Using shared well water for washing, cleaning, rinsing, drinking, flushing while at work are all violations.
    b. No regard to federal agency requirements, i.e., A.D.A or O.S.H.A.
6. If County allows the applicant to move forward, the building garage doors could face East.
    a. Every morning I would wake up to the noise and nuisance of the garage doors opening and the resulting commotion of loading and unloading.
    b. Without **commercial screening** I would be forced to stare into the abyss of Mr. Montez's operation.
    c. Instead of eating Wheaties, The Breakfast of Champions, I would be coerced into consuming the toxic and noxious waste billowing from within.
7. Intentionally left blank...
8. Yes, good old number eight. ***Whaaat***?
    a. Garage doors are weakest part of plan.
        i. Maximum noise emissions
        ii. Maximum air pollution.
        iii. See Huachuca City Landfill and New England Journal of Medicine
9. Mr. Kirschmann conflates Home Based Business with commercial land use.
    a. He neglected to reach out or consult with Cochise County Hi-way and flood plain or Cochise County Health and Safety, Whetstone Fire Department, or the Huachuca City Landfill and I doubt he has ever set foot on or even seen the premises.
    b. His assumptions are doubtful because he didn't determine the listed agencies (others) if there would be a negative impact.

10. Water Conservation mandates that cooling be provided by air conditioning and prohibits swamp coolers. Water consumption for washing, cleaning, drinking, and flushing are an express violation of the shared well agreement with Dorothy Busick and on file with Cochise County.

TERRANCE C. HOGAN
May 22, 2019
Appeal Cochise County Planning Commission
Docket SU-19-06 (Counter Intelligence)

Definitions of Tools

I. Rural residential
   i. Lawn mower and weed whacker

II. Ranching
   i. Boots and spurs
   ii. Bridles and saddles
   iii. Horses, donkeys, and mules

III. Farming
   i. Pitchforks and grain shovels
   ii. Combines and cultivators

IV. Light manufacturing
   a. Certified respirators, industrial sanding equipment, industrial grinding equipment, industrial milling equipment, heat activated thermo forming equipment, *fire suppression system, **dust collection system, ***hazardous waste disposal system, ****screening system, etc.

Definition of Intensity

V. Mr. Montez is unable to do the job by himself, must have assistance, and requires special tools.

TERRANCE C. HOGAN
May 22, 2019
Appeal Cochise County Planning Commission
Docket SU-19-06 (Counter Intelligence)

IMMINENT FINANCIAL HARM:

By permitting a **"SPECIAL USE AUTHORIZATION"** the county has effectively changed the zoning from rural residential to commercial / light industrial.

1. Accordingly, because the zoning has changed, Mr. Hogan's intention to occupy the premises has changed.
2. The proximity to a light manufacturing plant creates a noise nuisance and raises air quality issues ultimately resulting in reduced values for the neighboring properties. If the Board of Supervisors approves Special Use Authorization Mr. Hogan requests special use permission to sell, prematurely, his newly constructed residence at 365 W. Camino De Manana.
   a. A. R. S. 32-1121A5
      i. Grants property owners the right to do the work with duly licensed contractors.
      ii. But does not apply if the property is intended for sale or rent.
         1. The offering of Mr. Hogan's residence for sale within one year after the county's date of final inspection constitutes contracting without a license and that the construction project was not intended for occupancy solely by the owner.

What is Mr. Hogan's remedy at law?

IRREPARABLE EMOTIONAL AND PSYCHOLOGICAL HARM:

Mr. Hogan's close proximity adjacent to a light manufacturing plant creates irreparable harm.
Mr. Hogan is a combat veteran suffering from severely adverse long term health consequences because of exposure to the chemical referred to as "Agent Orange."

I. Mr. Hogan will suffer irreparable harm because of fears this related stress, from further exposure to potentially harmful heavy metal dust and chemicals, may lead to ***"Post Traumatic Stress Disorder".***
   a. The prospect of living next door to this commercial operation is causing Mr. Hogan sleepless nights, migraine headaches, nose bleeds, and poor health.

II. Mr. Hogan suffers emotionally and worries that the applicant himself, any of applicant's employees, applicant's entire family (especially children) visiting friends and family, and neighbors will be at risk of long term adverse health consequences.
   a. ****See New England Medical Journal May 29, 2014
      i. After sixteen years prolonged exposure 64 year old died from disease like "Idiopathic Pulmonary Fibrosis". Dust similar to Dust in shop, from fabrication of Corian, was found in lung.

ii. Causality cannot be established from a single case. The author suggests and manufacturer disputes it.

What is Mr. Hogan's remedy at law?

IMMINENT HARM:

III. Huachuca City Public Works Supervisor Mr. Jim Halterman, May 22, 2019:

a. Huachuca City "Land Fill will not accept waste from Mr. Montez's fabrication operation."

i. Heavy metal (aluminum trihydrate) and acrylic polymer slurry creates unacceptable HAZARDOUS WASTE riskS to water supply and unnecessary exposure to neighbors and residents.

What is Mr. Hogan's AND THE COMMUNITIY'S remedy at law?

TERRANCE C. HOGAN
May 22, 2019
Appeal Cochise County Planning Commission
Docket SU-19-06 (Counter Intelligence)

COMMON SENSE, FAIRNESS, AND RESPECT:

VI. Nepotism and cronyism
   a. Letter of support from Larry Lane, Mesquite Creek, having the contract to build.
   b. will county provide same latitude to other applicants

VII. Fairness to competitors
   a. who pay commercial tax rates
   b. provide bathroom facilities for employees
   c. provide lavatory accommodations for employee to wash up

VIII. Fairness to residents in the neighborhood
   a. home owners not wanting the noise or commotion
   b. 69 letters in opposition
   c. Is this fair to the Greater Good and welfare of the neighborhood residents??
   d. ***if it serves the local community it should be accessible to the public and handicapped accessible

IX. Fairness to Fire Department
   a. Exposed to hazardous material???
      i. County failed to consult local fire department

X. Fairness to Huachuca City Public Land Fill
   a. County failed to consult local Land Fill
   b. The Huachuca City Land fill permit granted by the State of Arizona will not waste from proposed operation.
   c. If not why would the Cochise County Board of Supervisors subject neighborhood residents???

XI. How is it fair to the fabricator, Mr. Montez, and his family be subjected to such long term health Hazards?
   a. Will Mr. Montez ambush his own health and the health of his family causing himself to stumble?

XII. Fairness to Huachuca City
   a. County failed to consult local municipality and ask for input

XIII. Fairness to Mr. Hogan
   a. Peaceful enjoyment taken without consideration or compensation.
   b. Condemnation
   c. Substantially reduces Mr. Hogan's privacy
      i. Create a situation where proposed use will create nuisance or hazard
      ii. Substantial increase in traffic
         1. Any increase substantial increase
      iii. Inconsistent application of zoning regulations

XIV. How is it fair to subject a veteran suffering from exposure to Agent Orange?
   a. Unable to sleep at night---worrying
   b. Poor air quality
   c. Potential of additional exposure to toxic vapors, dust and wind carried toxic waste?

d. Suffering emotional, psychological, and physiological harm
e. Additional stress causing Post Traumatic Stress Disorder

XV. How is this fair to the kids
   a. Contaminated environment
      i. Contaminants introduced into the household by workers hands, hair, boots, and clothes.
      ii. Neighbor kids, other family members, and friends
         1. ARS 13 105 (C)

XVI. How is this fair to the Arizona State Legislature General Plan?
   i. Arizona Statute ARS 9.461.05
   ii. Arizona Statute ARS 11.804
      1. Ignore intent of legislature
      2. Ignore intent of County Plan
   iii. Ignore intent everyone participating in Workshops of Envision 2020 who expressly refer commercial development to I 90 corridor?
   iv.

XVII. How does this respect the Cochise Ranchos Residents wishes, intent of AZ Legislature, rights of soldiers from Ft Huachuca who might want to live in a neighborhood free from the presence of commercial noise, odors, traffic,

XVIII. How is it fair and how does it respect the legitimate commercial property owners in Huachuca City?
   a. Unbridled Capitalism and Corporate Greed
   b. New low for Lowe's
      i. Mequilla migration Northward of the International Border?
      ii. Open door for Home Depot---others?
      iii. Tax evasion ?

XIX. How is it fair to the lending institution relying on accurate application information
   i. Applying for a Residential Loan application being used for commercial purposes??
   ii. Misrepresentation???
   iii. Commercial loan higher interest rate?

Subject: Re: Cochise County Zoning Regulations on Appealing Planning Commission Decisions

Greetings.

I have prepared a response to the Planning and Zoning report that was presented to the Planning and Zoning Commission regarding the Counter Intelligence SUP application. I have responded to the 10 points the planning office uses to determine if they should recommend to the Planning Commission to approve an application. As you know they recommended approval.

I thought some of this could be included in the appeal should we decide to appeal the approval of the SUP to the Board of Supervisors. The info. highlighted in blue was taken verbatim from the county's report that Ann sent everyone. My response to county is in black.

Please provide input.

Thanks. Eileen

From the Report:
Staff uses the 10 factors to help determine suitability of a SUP:

1. Compliance with Duly Adopted Plans: Complies
The proposed project complies with the Comprehensive Plan. The area is Designated as Category B,
Community Growth Area, Developing Areas. These areas are "designated has a moderate level of residential and/or non-residential growth" . The area is located near the junction of State Highway 90 and 82. As such, there will be continued developed pressures in the area. The proposed project will have a minimal impact on the existing neighborhood.

Our neighborhood does not comply with the existing plan since the designation "B" no longer fits the Cochise Ranchos neighborhood which is only a portion of the Whetstone area designated by the county as developing. Cochise Ranchos should be removed from the area described as developing and designated as a Category "D" area,a residential neighborhood.

The Cochise Ranchos neighborhood is residential with commercial development occurring along highway 90. Highway 90 is the eastern boundary of the neighborhood. Highway 82 bounds the neighborhood on the south where there is an electric substation and no other commercial development. The remaining land on the south side is vacant. On the west side, the neighborhood is bounded by N. Sands Ranch Rd. All development along Sands Ranch Rd. is residential. The neighborhood is bounded on the north by Sands Ranch, which has private land, BLM land and State Land used for grazing.

Within these boundaries there are xxx number of parcels. Of those xxx parcels are residential and xxx parcels are commercial and one is non-profit. The land use in Cochise Ranchos is no different than a residential neighborhood in Sierra Vista that has commercial use along the primary roads surrounding the neighborhood. We have five businesses (verify) in our neighborhood (Gas Co., Mr. Rooter, Whetstone Pottery, all on Highway 90. The electrical substation is on Highway 82 near Whetstone Pottery. The remainder of the neighborhood is residential with some vacant parcels.

Planning Staff at the public hearing for this application stated that there are many home based businesses in the neighborhood and the existence of these businesses help justify approval of a request for manufacturing. At this time, it is impossible to determine the number or even if there are home based businesses in the neighborhood since there is no evidence the businesses exist. Even if there are home-based businesses their existence has no relevance to an application for a manufacturing use. Home based businesses require no special permit.

To help understand the uses in the neighborhood see the attached maps showing the location and number of businesses, and residences and the location of SR 174, RU 4 zoned parcels and commercial zoned parcels in Cochise Ranchos. (these have not been made yet)

XXX number of parcels are residential, xxx number of parcels are commercial/business. xxx number of parcels are vacant. Of the vacant parcels xxx are zoned SR 174 which does not permit manufacturing and xxxx are zoned RU 4. The remaining parcels are vacant. Of those there are xxx number zoned SR 174, RU 4 and commercial. The residential parcels occur within the neighborhood. The commercial parcels are located along hwy 90 or hwy 82. To summarize x% of the neighborhood is residential and x% is commercial/business. There is no industrial in the neighborhood. (need to look at designation for electrical substation)

The report states development pressures the neighborhood. Development does not pressure the neighborhood because development is residential and consistent with the existing use. It occurs on 4.5 acre parcels or larger. Most of the neighborhood has developed (list percentage). The business development on hwy 90 and 82 has had limited impact on the neighborhood. The customers of these businesses, for the most part, do not use the neighborhood roads. The pressure to the neighborhood is in the form of approval of SUPs or a rezoning of residential property for higher density use imposed on the neighborhood by the County.

"The "Developing" (DEV) plan designation is used to describe areas experiencing non-rural growth rates
that are developed with scattered, mixed residential, business or industrial and agriculture-related uses
and that ultimately will accommodate future growth as the more populated areas reach build-out". This
area has a variety of agriculture, commercial and home based business scattered through out.

The above statement does not accurately describe the Cochise Ranchos neighborhood. Again, the neighborhood is developing as a residential neighborhood in a rural setting. There are no identifiable mixed residential, business or industrial uses in the neighborhood. Business development occurs on the perimeter of the neighborhood along highway 90. Residential development has occurred in the interior of the neighborhood.

The neighborhood is near "build-out" with xx parcels within the residential portion of the neighborhood and xx parcels designated on the perimeter of the neighborhood for commercial use. (Restate the percentage of residences to businesses and industrial and agricultural.) There is no industrial or agricultural zoning in our neighborhood. **Further, the county has no definition for**

mixed use (verify). It seems to be a term that is fluid when used in the context of county development. Mixed residential, business and commercial is a term most often found when describing urban development.

2. **Compliance With Zoning District Purpose:**

The purpose Section 601.02 states "To encourage those types of non-residential and non-agricultural
activities which serve local needs or provide a service and are compatible with rural living".

Mr. Montez has a contract with Lowe's in Sierra Vista and Tucson to provide counters. For those persons in the community who contract with Lowe's, Counter Intelligence supplies the counters (provides a service). It would be difficult to link a specific need for his business in the Cochise Ranchos neighborhood since most of the parcels (%) have residences on them. **(Does he also sell to individuals?)**

3. Development Along Major Streets: Complies

The report states, staff has not received input from the "other residence that utilizes the road." Didn't Mrs. Busick address this issue in writing?

4. Traffic Circulation Factors: Complies

The proposed use will not increase neighborhood traffic beyond what is typical of a single family home.
Any thoughts on this. It seems traffic will be limited.

5. Adequate Services and Infrastructure: Complies

It seems the deed does not allow for a business use of the water well that serves the property. This needs to be documented. This would need to be enforced by the party who restricted use of the well.

6. Significant Site Development Standards: Complies with modifications

The Site plan shows adequate parking for both personal vehicles and the one employee.

Is there something to object to here?

7. Public Input: Does Not Comply:

The Applicant sent letters to all property owners within 1,000 feet of parcel to notify them of his application and to address any neighbor concerns. Staff also provided notice. Four letters in support, sixty-nine letters in opposition were received and are included in the packet. The majority of property owners in the area have expressed concern regarding this approval. Issues cited include noise, dust control, water use, manufacturing in the neighborhood, violation of CC and Rs.

Could someone respond to this. It would seem Linda or Ann would be good candidates since they drafted the letter in opposition to the application.

There is no manufacturing in the Cochise Ranchos neighborhood. Why wouldn't we object to the addition of a new use that is not compatible with residential living? And, why is that not a valid objection?

8. Hazardous Materials: Not Applicable
The Applicant will not be manufacturing anything on the premise. The Applicant will bring a whole slab in
and finish the surface. The finishing process will produce non toxic dust that will be lighting washed off on
to the floor, allowed to dry and be swept up.

Any thoughts?

9. Off-Site Impacts: Complies

The use will not have any significant impacts to the surrounding neighborhood. The proposed use is essentially a home based business, which per our Zoning Regulations is anon-discretionary permit. In fact, if the applicant were to reduce the shop, or area used to no less than 25% of the primary structure (456 square feet) it could be permitted as a matter of right.

This is not a home-based business. It is disingenuous of the Planning Staff to portray it as one. This business needs a zoning change to allow it to operate in a residential neighborhood. The statute cited in this item: ARS Section 11-820 Restriction on Regulation; home-based business; exception; definitions is irrelevant.

10. Water Conservation: Complies

The applicant will use a water nozzle rated at 1/2 gallon per minute to wash off excess material. Other than that there is no other water use proposed on the site. No new landscaping is proposed for the project.

Any comments on this?

The County Planning and Zoning Department provides no statistics, traffic counts or other information to support the claims made in the report recommending approval of this application.

On Sat, May 11, 2019 at 7:52 AM Ann Aust <ann.aust@gmail.com> wrote:

Hi Everyone,

This is the information from the Cochise County Zoning Regulations on Appealing Planning Commission Decisions on Special Use Authorizations.

Ann

1716.04 Appeal of Special Use Authorization Decisions

A. The decision of the Planning Commission is deemed to be final County action on the issue unless that decision is appealed within **15-calendar days following the date of decision**. Any appeal shall be submitted for review by the Board of Supervisors at a public hearing to be scheduled within 60-days of receipt of the appeal. An appeal may be filed by the Applicant, by any other person aggrieved in any manner by the decision, or by the County Zoning Inspector, if the Inspector believes an error was made.

B. An appeal is filed by submitting a written notice of appeal to the County Zoning Inspector, together with an appeal fee in accordance with the adopted fee schedule. If the appeal is filed by the County Zoning Inspector, no fee is required. The notice of appeal shall include the following:
   1. An identification of the decision being appealed;
   2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion; and
   3. Written presentation of additional testimony and evidence, a full explanation of the additional testimony and evidence that will be submitted, with an explanation of why this was not presented to the Planning Commission.

C. Upon receipt of an appeal, the County Zoning Inspector or designee shall compile the record of the proceeding and submit this to the Board of Supervisors with the appeal documents.

VIEW FROM HOGAN'S HACIENDA & HOT TUB. VIEW FROM WEST FACING WINDOWS.

ARTIST RENDITION OF PROPERTY IF IMPROVED

CURRENT VIEW

Special Use Docket SUA-19-06 (Counter Intelligence) Appeal

_____ **YES**, I SUPPORT THIS REQUEST **(Supporting the Appeal denies the Special Use)**
Please state your reasons:

_____

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✓ **NO**, I DO NOT SUPPORT THIS REQUEST: **(Not supporting the Appeal upholds the Special Use)**

Please state your reasons:

This country was founded on the pursuit of happiness. The American dream is to be able to work freely and provide a better life for your family. We support small business. The cost of doing business is expensive and if we're able to use property you already pay for to help keep the expense down than that makes sense to me.

_____

(Attach additional sheets, if necessary)

PRINT NAME(S): Melissa Bidon & Peter Bidon

SIGNATURE(S): _____

_____

YOUR TAX PARCEL NUMBER: 106041460A (the eight-digit identification number found on the tax statement from the Assessor's Office) 399 W. Fry Rd, Huachuca City, AZ 85616

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Tuesday June 25, 2019 to be included in the staff report to the Board in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however; or you may personally make a statement at the **public hearing on July 9, 2019**. NOTE: Please do not ask the Board Members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Special Use Docket SUA-19-06 (Counter Intelligence) Appeal

_____ **YES**, I SUPPORT THIS REQUEST **(Supporting the Appeal denies the Special Use)**
Please state your reasons:

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✓ **NO**, I DO NOT SUPPORT THIS REQUEST: **(Not supporting the Appeal upholds the Special Use)**

Please state your reasons:

Since the Commission unanimously approved the request, I feel that should be it and the special use should be granted.

(Attach additional sheets, if necessary)

PRINT NAME(S): ADELHEID A. HESS

SIGNATURE(S): Adelheid A Hess

YOUR TAX PARCEL NUMBER: 106-04-12506 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Tuesday June 25, 2019 to be included in the staff report to the Board in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however; or you may personally make a statement at the **public hearing on July 9, 2019**. NOTE: Please do not ask the Board Members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Special Use Docket SUA-19-06 (Counter Intelligence) Appeal

X **YES**, I SUPPORT THIS REQUEST **(Supporting the Appeal denies the Special Use)**

Please state your reasons:

BELIEVE THE COUNTY REPORT AND BRIEFING TO P:Z COMMISSION MISREPRESENTED MANY ISSUES.

BELIEVE IMPRESSIONS WERE GIVEN RATHER THAN REALITY.

SEE ATTACHED

_____ **NO**, I DO NOT SUPPORT THIS REQUEST: **(Not supporting the Appeal upholds the Special Use)**

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S): LINDA GUNTER

SIGNATURE(S): Linda J Gunter

YOUR TAX PARCEL NUMBER: 106-04-109 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Tuesday June 25, 2019 to be included in the staff report to the Board in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however; or you may personally make a statement at the **public hearing on July 9, 2019**. NOTE: Please do not ask the Board Members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

There are a number of issues I feel were incorrectly addressed in the County Report to the Planning and Zoning Commission. I believe the discussion provided below changes the rating of 8 out of 10 factors to 'does not comply'.

Specific issues are:

1. Throughout the staff report and the P&Z Commission Meeting of 8 May 2019, the County Planner referred to Counter Intelligence as "akin to a home-based business" and stated it was not manufacturing. This is a misrepresentation of the business at hand and presented an erroneous picture to the P&Z Panel.

The Report stated there is no manufacturing taking place even though the description of the work stated: "Once **raw material** is at the location, the Applicant will then **route, sand, shape and glue** the countertops together ... using **tools** ..."

This statement of work matches the Manufacturing definition provided in the County Zoning Regulation that states: "For the purposes of these Zoning Regulations, "manufacture" refers to a broad category of uses involving the use of **mechanical power** and machinery to **produce products from raw materials**, to prepare **or alter materials for use in a finished product,** or to assemble parts into products, including processing."

2. Analysis of Impact. Factor One. Report states "the proposed project will have minimal impact on the existing neighborhood .... This area has a variety of agriculture, commercial and home based business **scattered throughout.**"

Cochise Ranchos is comprised of RU-4 and SR 174 parcels, no agricultural. There are a few commercial parcels on the outer edge of the community along Hwy 90. They are **NOT scattered throughout**. When asked, the County was able to show one 'home based business in the 138 parcel community ... a Tea Service Consulting Business They made an assumption there was a construction company working out of a residential property but had they inquired, they would have learned the owner of the construction company only uses the address as a point of mailing. No business is conducted on the premise. Counter Intelligence will be the first manufacturing operation in Cochise Ranchos and will greatly impact the quality of rural residential ambiance residents have worked very hard to create and maintain.

3. Factor Two. The report states: "Section 601.02 states "to encourage those types of nonresidential and nonagricultural activities **which serve local needs or provide a service and are compatible with rural living.**

In conversations with neighbors, Mr. Montez disclosed that Counter Intelligence has a contract with Lowes in Sierra Vista and Tucson for countertops. Their main customer is not the local neighbor but a large building supply company.

4. Factor Three. The SUP application states: "Section 1807.02A of the Cochise County Zoning Regulations stipulates that no building permit for a nonresidential use shall be issued unless a site has permanent and direct access to a publicly maintained street or street where a private maintenance agreement is in place." The County report also states this requirement.

The property in question is accessed by a private road. No maintenance agreement has been sought to date.

5. Factor Five. The report states that the shop will utilize the existing electric and water on the site.

Upon moving into the residence, Mr. Montez signed a well agreement that limits the use of the well to residential use only. It clearly restricts using the well for any commercial use. Mr. Montez stated at the P&Z hearing that he will use bottled water for the shop. How can that be enforced?

6. Factor 8. Once again the County blatantly states "the applicant will not be manufacturing anything on the premises". It further states that "the finishing process will produce nontoxic dust that will be lighting washed off on to the floor, allowed to dry and be swept up."....'door and windows will be kept closed and air filtration system is used in the building preventing the particulates from leaving the building"

In Mr. Hogan's appeal he referenced a meeting with the HC Public Works Supervisor who stated that the landfill will not accept waste from the fabrication operation due to unaccepted hazard waste risks. Two questions arise: (1) how will the 'dust' be removed from property if not through the normal waste management process and who will ensure all the safety factors will be enforced when the building is built?

7. Factor 9. Once again the County erroneously refers to the manufacturing process as a home based business. It further states 'that IF the applicant were to reduce the shop to no less than 25% of the primary structure (456 sq. ft.) it could be permitted as a matter or right." This is a moot point as the application requests the erection of a **1,600** sq. ft. structure.

8. Factor 10. The statement made regarding the "use of a water nozzle rated at ½ gallon per minute to wash off excess material" is unwarranted as the business cannot use the well water for commercial use. It will not have any pressured water available.

From: Jackson_656 Jackson
To: Kirschmann, Robert
Cc: Judd, Peggy
Subject: Appeal for Decision on Manufacturing Special Use on Busick Rd
Date: Tuesday, June 25, 2019 12:08:59 PM

CAUTION: EXTERNAL EMAIL*

Mr. Kirschmann

This email is to advise the county that I support the Request to Appeal the Special Use permit.

The information provided to the Planning and Zoning was not complete or correct. This request is not a simple home based business in
any way.

I also do not believe that the county staff should be advising residents that they do not have to comply with the CCR's in this neighborhood. I understand the county does not enforce CCR's, however, to advise residents to disregard them is not right. To state that the CCRs are not being followed currently, is a legal interpretation and may not be entirely true. Especially in regards to a manufacturing business.

There are a multiple things wrong with this request for a special permit. I do not believe that the staff looked at the entire situation, i.e., no water supply, hazardous waste, noise, etc. Bottom line, this is a going to be a manufacturing facility with paid employees and not a home based business. Our neighborhood is not the place for this.

Thank you

Kim Jackson
188 W Camino De Mesa
Whetstone
106-04-115a6

Virus-free. www.avg.com

This E-mail is from an **EXTERNAL** address. DO NOT click on links or open attachments unless you trust the sender and know the content is safe. If you suspect this message to be phishing, please report it using the Phish Alert Button at the top of the email, or forward to cochise.az.gov@missedspam.com or contact IT support at 520-432-8301.

Special Use Docket SUA-19-06 (Counter Intelligence) Appeal

X **YES**, I SUPPORT THIS REQUEST **(Supporting the Appeal denies the Special Use)**

Please state your reasons:

SPECIAL USE WOULD RUIN THE FRAGILE ENVIRONMENT. SPECIAL USE WOULD DESTROY THE LAND AND OPEN THE AREA UP TO MANUFACTURING AND OVER CONSUMPTION OF THE WATER TABLE. SPECIAL USE WOULD ALLOW THE CULTIVATION OF NARCOTICS AND DRUG PARAPHERNALIA.

_____ **NO**, I DO NOT SUPPORT THIS REQUEST: **(Not supporting the Appeal upholds the Special Use)**

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S): JUDAH, MUSASHI MACCABEE

SIGNATURE(S): [signature]

YOUR TAX PARCEL NUMBER: 10604116 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Tuesday June 25, 2019 to be included in the staff report to the Board in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however; or you may personally make a statement at the **public hearing on July 9, 2019**. NOTE: Please do not ask the Board Members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Special Use Docket SUA-19-06 (Counter Intelligence) Appeal

X **YES**, I SUPPORT THIS REQUEST **(Supporting the Appeal denies the Special Use)**
Please state your reasons:

PLEASE ENFORCE COCHISE COUNTY ZONING REGULATIONS. SECTION 1807.02A - NO BUILDING PERMIT FOR NON-RESIDENTIAL USE SHALL BE ISSUED ... PUBLICLY MAINTAINED STREET OR COUNTY MAINTAINED ROAD. THIS RESIDENCE DOES NOT COMPLY. OTHER ISSUES PRIVATE WELL - NOT A COMMERCIAL WELL, INGRESS & EGRESS, NOISE, RESIDENTIAL NEIGHBORHOOD. PLEASE SEE ADDITIONAL DOCUMENTATION ENCLOSED.

_____ **NO**, I DO NOT SUPPORT THIS REQUEST: **(Not supporting the Appeal upholds the Special Use)**

Please state your reasons:

_____

_____

_____

_____

_____

_____

_____

(Attach additional sheets, if necessary)

PRINT NAME(S): James V. & Debra A. DeRosa

SIGNATURE(S): _____

Debra A. DeRosa

YOUR TAX PARCEL NUMBER: 106-04-121 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Tuesday June 25, 2019 to be included in the staff report to the Board in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however; or you may personally make a statement at the **public hearing on July 9, 2019**. NOTE: Please do not ask the Board Members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Respectfully request Denial of Montez's Special Use Permit:

James V. and Debra A. DeRosa purchased 10 acres at 356 W Camino De Mesa 5/30/1997 from Dorothy Busick, Zoned RU4. Camino De Mesa is a County Maintained Road of which we have 629' that fronts Camino De Mesa. The property is on the corner of W Camino De Mesa and N Busick Ranch Road. We have 633' on Busick Ranch Road, which is a **PRIVATE** road. My husband Jim is owner of DeRosa Construction Company. The address is a **MAILING address** for DeRosa Construction. Clients **ARE NOT** met at our residence and materials are dropped at the job sites, **NOT AT OUR RESIDENCE.** I own Preference Properties, LLC and rent an office space in Sierra Vista for $1,500.00 a month. There are ample vacancies in Huachuca City and Sierra Vista, that Mr. Montez could lease.

The Montez's purchased Tax Parcel #106-04-126**A** not B on 7/12/2017 it was recorded with 6.83 acres **in a residential subdivision.** RU4 – SR174. (See warranty deed from Estate of Robert B Covert & tax record.)

Point of interest. The current application has Tax Parcel #104-04-126**B** with only 4.55 acres. When and where did the 2.28 acres get split out and to whom? The 2.28 acres were sold to Larry Lane/Mesquite Creek Builders, the neighbor directly to the west and has a **vested interest** in approval of the application, because they will be the builder of the proposed 1600 sq. ft. building. Mesquite Creek Builders business address is 511 W. Camino De Manana, Huachuca City, AZ 85616. Please note they also use their home address as the mailing address for their business. To my knowledge they do not do any on-site construction at their address either. I have enclosed a copy of the current CRS Property Detail Report from the assessor's office with the Montez's name and parcel ID # of 106-04-126**A.**

Mr. Montez failed to mention that he has been "awarded" a **contract with Lowe's** to manufacture and install the counter tops etc. to **BOTH Sierra Vista and Tucson.** This will result in an increased drop off and delivery flow going both north and south.

There are several false statement/answers in the application

Application Section A – C #3 INGRESS AND EGRESS: The Busick's developed the subdivision. They were adamant that Busick Road itself is **NOT A COUNTY-MAINTAINED ROAD**. Nor is there a maintenance agreement with the other residents of the road. Allowing the zoning change would **constitute a Violation of Section 1807.02 A of the Cochise County Zoning Regulations.** I have provided a photo of the street sign. It is impossible to enter on Camino de Manana during the monsoon rains. Also feel trucks will continue across the PRIVATE – **NOT COUNTY MAINTAINED Busick** Ranch road and go down Camino De Mesa. Camino De Mesa is one of the last owner's participant road, where the owners **paid** their share to pave the road. We paid our share for the 630 feet on Camino De Mesa and Do NOT want heavy truck traffic causing additional wear and tear to the road. The Montez's have not and cannot appreciate how hard it was to get Camino De Mesa paved, before they even lived there.

Section A – C - G Legal Access. Please enforce the Cochise County Zoning Regulations Section 1807.02A which stipulates **that NO BUILDING PERMIT for a non-residential use shall be issued unless a site has permanent and direct access to a County** maintained street or a street where a private maintenance agreement is in place. The access to this property is **NOT on a county or publicly maintained street and there is NOT a Road Maintenance Agreement** which is required, and **Areas of road are NOT 20' wide throughout its entire length, which is another requirement.** Parcel # 104-04-121E, owned by my husband and myself **Jim and Debra DeRosa have 631' along Busick Road.** It has been maintained by Dorothy Busick and occasionally the DeRosa's on a courtesy basis. Prior owner of parcel 106-04-126A, Robert B Covert at some point paid to have gravel laid. If the use permit is approved, this will once again be **a violation of Section 1807.02A of the Cochise County Zoning Regulations – NO MAINTENANCE AGREEMENT.**

Section A – C 7H Deed Restrictions

The applicant states that there are not deed restrictions. **There are existing Deed Restrictions**. Dated October 1957 at the Cochise County Recorders Office: 12508DK177, page 268 and 269. The very first restriction is item #1.

> **#1 Said property shall be used for residential purposes only. Single family homes only.** I have attached a copy. And had supplied the county with my response that was submitted on 4/16/2019.

Section B #3 Noise: Saws, routers, sanders. **We purchased in a QUIET SINGLE-FAMILY NEIGHBORHOOD. Do not want a zoning change**. We have not retired yet, but do not want to hear their noise M-F 8 am to 5 pm. Even if the doors are closed. **We have no objections to a large shop or garage.** **Just not any changes to zoning for a business.**

Section C: Water use is questionable. This home is on a **shared RESIDENTIAL well** and at the time of Montez's application the Busick's had NOT been consulted about additional use of the well for the manufacturing and rinsing of the counters etc. of which do to health issues they are unable to be here to address. However, Dorothy Busick supplied the **DOMESTIC** well agreement of which I have provided a copy.

Paragraph 1, last sentence: continuous operation of a **DOMESTIC, NON-COMMERCIAL WATER WELL** AT SAID LOCATION.

Paragraph 4, last two lines: THE PARTIES AGREE TO REASONABLE USAGE OF WATER SUPPLIED BY THE WATER WELL SYSTEM AND AGREE TO LIMIT USAGE TO **NORMAL DOMESTIC, NON-COMMERCIAL USE.**

The Montez's purchased the home knowing it was in a residential neighborhood with RU4 zoning. We wish them the best of luck in their expanding business however, the requested use is **NOT consistent with our residential neighborhood.**

We request that the Planning and Zoning Committee please enforce the zoning codes and listen to the 69+ NO votes from the Cochise Ranchos subdivision residents and deny this special use permit, just as they would if the request was for their own neighborhood.

Respectfully submitted

James V and Debra A. DeRosa

If use were permitted which would be ignoring the County's established Zoning Regulations, are the Montez's going to be required **per county regulations**, to install: FIRE SUPPRESSION SYSTEMS or a Sally Port and a 10,000-gallon water reserve? Also, what about the required ADA parking and bathrooms?

2017-14400
Page 1 of 4
Requested By: Pioneer Title Agency
David W. Stevens - Recorder
Cochise County , AZ
07-24-2017 02:10 PM Recording Fee $15.00

at the request of Pioneer Title Agency, Inc.

When recorded mail to
Jonathan M. Montez
Simara C. Montez
3720 S. Inca Dove Place
Sierra Vista, AZ 85650

71001373-ABH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Parcel No.: E 1/2 106-04-126A

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, I or we,

Mickey R. Covert, as Personal Representative of the Estate of Robert B. Covert, deceased do/does hereby convey to

Jonathan M. Montez and Simara C. Montez, Husband and Wife

the following real property situated in Cochise County, Arizona:

See Exhibit A attached hereto and made a part hereof.

See Acceptance attached hereto and made a part hereof

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

The Grantor warrants the title against all persons whomsoever.

DATED: July 12, 2017

Estate of Robert B. Covert, deceased

Mickey R. Covert, as Personal Representative

State of Tennessee }
} ss.
County of Robertson }

The foregoing instrument was acknowledged before me this 20th day of July, 2017, by Mickey R. Covert, as Personal Representative of the Estate of Robert B. Covert, deceased.

CONNIE S. SMITH
Notary Public At Large
ROBERTSON COUNTY, TN

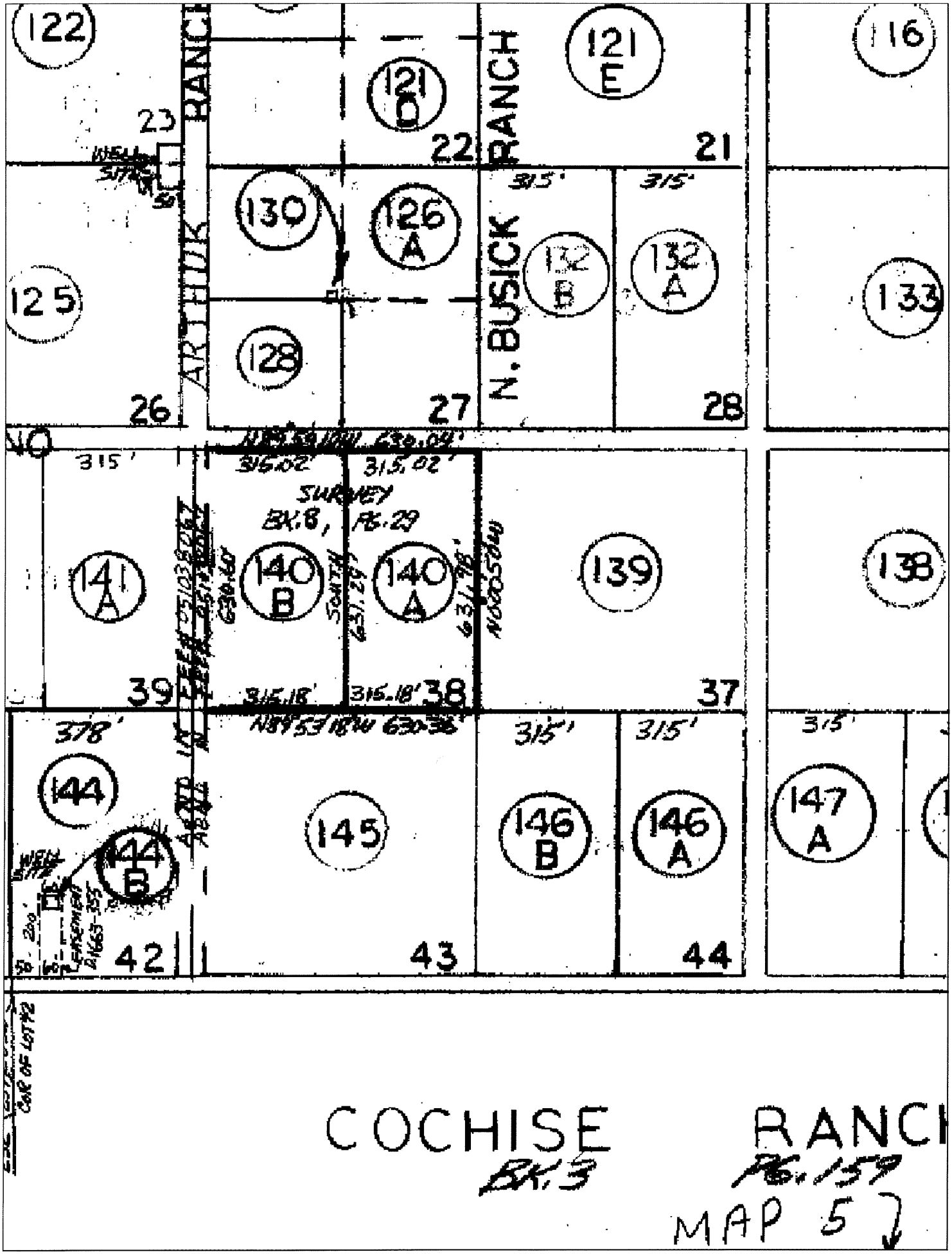
Connie S. Smith
NOTARY PUBLIC
My commission expires:

2Warranty Deed - Escrow No. 71001373

Exhibit A

The Northeast quarter and Southeast quarter Lot 27, COCHISE RANCHOS, according to Book 3 of Maps, page 159, records of Cochise County, Arizona;

EXCEPT from said Northwest quarter, a rectangular well site, being 30.00 feet North to South and 12.00 feet East to West in the extreme Southwest corner thereof.

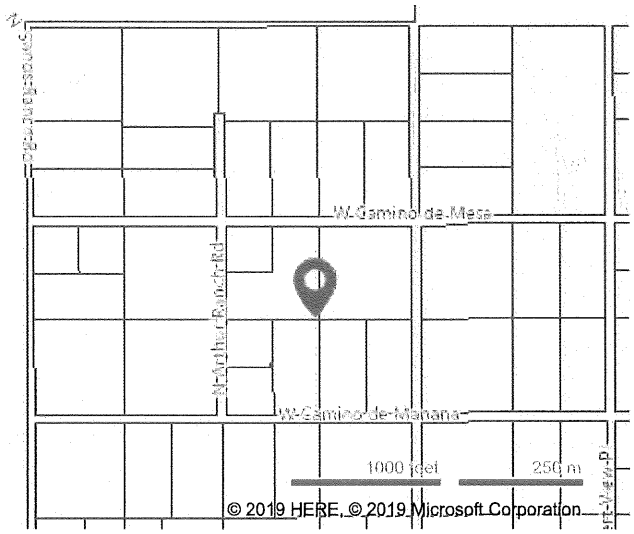

122
121 D
121 E
116
ARTHUR RANCH
N. BUSICK RANCH
23
22
21
130
126 A
132 B
132 A
125
133
128
26
27
28
315'
315.02'
SURVEY
BK. 8, PG. 29
141 A
140 B
140 A
139
138
39
38
37
315.18'
378'
144
144 B
145
146 B
146 A
147 A
42
43
44
COCHISE
RANCH
BK. 3
PG. 159
MAP 5

CRS Data

Monday, June 24, 2019

LOCATION

Property Address	2439 N Busick Ranch Rd Huachuca City, AZ 85616-8221
Subdivision	
Carrier Route	R002
County	Cochise County, AZ



PROPERTY SUMMARY

Property Type	Residential
Land Use	Residential Improvement >5 Acres
Improvement Type	Single Family Home
Square Feet	1828

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	106-04-126A
2010 Census Trct/Blk	13/4
Assessor Roll Year	2017

CURRENT OWNER

Name	Montez Jonathan M Montez Simara C
Mailing Address	3720 S Inca Dove Pl Sierra Vista, AZ 85650-5308

SALES HISTORY THROUGH 06/12/2019

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
7/12/2017	**$55,700**	Montez Jonathan M	Covert Robert B	Warranty Deed		2017-14400
7/12/2017	**$55,700**	Montez Jonathan M	Covert Robert B	Warranty Deed		0000014400
6/8/2017	$14,000	Lane Larry L	Covert Robert B	Warranty Deed		2017-11736
6/8/2017	$14,000	Lane Larry L	Covert Robert B	Warranty Deed		0000011736
4/14/2000		Covert Robert B		Joint Tenancy		410/589
3/20/1997	$82,000	Covert Robert B		Joint Tenancy Deed		
4/22/1992	$74,900			Joint Tenancy Deed		

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount
Appraisal Year	2018	**Assessment Year**	2018
Appraised Land	$31,467	**Assessed Land**	$3,147
Appraised Improvements	$69,374	**Assessed Improvements**	$6,904
Total Tax Appraisal	$100,841	**Total Assessment**	$10,051
Tax Area	170	**%Improvement**	69%
		Exempt Amount	$3,838

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2017			$770.54
2016			$852.66
2015			$948.06
2014			$1,068.50
2013			$963.04

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
07/12/2017	**50,130**	Montez Jonathan M Montez Simara C	Sunstreet Mortgage	0000014401
07/12/2017	**50,130**	Montez Jonathan M Montez Simara C	Sunstreet Mortgage	2017-14401

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Single Family Home	**Condition**		**Units**	
Year Built	1964	**Effective Year**		**Stories**	1
BRs		**Baths**		**Rooms**	
Total Sq. Ft.	1,828				

Building Square Feet (Living Space)

First Story (Base) 1,828

Building Square Feet (Other)

- CONSTRUCTION

Quality		**Roof Framing**	Wood Joists
Shape		**Roof Cover Deck**	Composition Shingle
Partitions		**Cabinet Millwork**	
Construction	C	**Floor Finish**	Carpet
Foundation		**Interior Finish**	
Floor System	Structural Slab	**Air Conditioning**	
Exterior Wall	Stucco	**Heat Type**	
Structural Framing	Rigid Frame	**Bathroom Tile**	
Fireplace		**Plumbing Fixtures**	

- OTHER

Occupancy		**Building Data Source**	

PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition	Building
Concrete Paving	1313			1
Concrete Porch-Patio	36			1
Concrete Porch-Patio	44			1
Enclosed Porch	250			1
Isx	1			1

PROPERTY CHARACTERISTICS: LOT

Land Use	Residential Improvement >5 Acres	**Lot Dimensions**	
Block/Lot	/27	**Lot Square Feet**	297,514
Latitude/Longitude	31.706875°/-110.360963°	**Acreage**	6.83

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		**Road Type**	
Electric Source		**Topography**	
Water Source		**District Trend**	
Sewer Source		**School District**	Tombstone Unified School District
Zoning Code			
Owner Type			

LEGAL DESCRIPTION

Subdivision		**Plat Book/Page**	
Block/Lot	/27	**Tax Area**	170

Description	Cochise Ranchos Se4 Of Lot 27 2.28Az; & Cochise Ranchos (A) Nw4 L Ot 27 By M&B: Beg At Nw Cor Of Lot 27 Cochise Ranchos E315' S315' W315' N315' To Beg Exc For 12X30 Wllste Loc 16' W Of The Sw Cor Of The Ne4 2.27Ac & (B) Ne4 Of Lot 27 By M&B Beg At Ne Cor

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Information Deemed Reliable But Not Guaranteed.

= METROSCAN PROPERTY PROFILE =
Cochise (AZ)

OWNERSHIP INFORMATION

Parcel Number	:106 04 126A	Bldg # :1	of 1
Owner	:Covert Robert B		
CoOwner	:		
Site Address	:2439 N Busick Ranch Rd Huachuca City 85616		
Mail Address	:2439 N Busick Ranch Rd Huachuca City Az 85616		

SALES AND LOAN INFORMATION

Transferred	:03/20/1997	Loan Amount	:
Document #	:307010	Lender	:
Sale Price	:$82,000	Loan Type	:
Deed Type	:Joint Tenant	Interest Rate	:
% Owned	:100	Vesting Type	:

ASSESSMENT AND TAX INFORMATION

2017 Proposed

FCV Land	:$31,467	LPV Amount	:$100,841	Tax Rate Area	:0170
FCV Structure	:$69,374	LPV Assessed	:$10,084	2016 Taxes	:$852.66
FCV Total	:$100,841	FCV Assessed	:$10,084		
% Improved	:69				

PROPERTY DESCRIPTION

Census	:Tract:13.00	Block	:4
Land Use	:8713 Res,Sfr Imp 5+ Acres		
Sub/Plat	:		
Legal	:COCHISE RANCHOS SE4 OF LOT 27		
	:2.28AZ; & COCHISE RANCHOS (A) NW4		
	:LOT 27 BY M&B: BEG AT NW COR OF ...		
Bldg Use	:Single Family Home		
Parcel	:Block:	Lot	:27
Sec :	Twp :	Rng	:

PROPERTY CHARACTERISTICS

Year Built	:1964	Bldg Sq Ft	:1,828	Lot Acres	:6.83
Stories	:1	AllBldgSF	:1,828	Lot Sq Ft	:297,515
Story Height	:8	Constructn	:Concrete	Perimeter	:202
Air Cond	:	Wall Matl	:Conc Blk\stuc		
Cond Pct	:100				

Information compiled from various sources. CoreLogic makes no representations or warranties as to the accuracy or completeness of information contained in this report.

= METROSCAN PROPERTY PROFILE =
Cochise (AZ)

OWNERSHIP INFORMATION

Parcel Number	:106 04 126B	Bldg # :1	of 1
Owner	:Montez Jonathan M		
CoOwner	:Montez Simara C		
Site Address	:2439 N Busick Ranch Rd Huachuca City 85616		
Mail Address	:3720 S Inca Dove Pl Sierra Vista Az 85650		

SALES AND LOAN INFORMATION

Transferred	:07/24/2017	Loan Amount	:$50,130
Document #	:14400	Lender	:Sunstreet Mtg
Sale Price	:$55,700	Loan Type	:Conventional
Deed Type	:Warranty	Interest Rate	:Fixed
% Owned	:100	Vesting Type	:Married Persons

ASSESSMENT AND TAX INFORMATION

2019 Proposed

FCV Land	:$28,216	LPV Amount	:$100,600	Tax Rate Area	:0170
FCV Structure	:$72,384	LPV Assessed	:$10,060	2018 Taxes	:$1,168.88
FCV Total	:$100,600	FCV Assessed	:$10,060		
% Improved	:72				

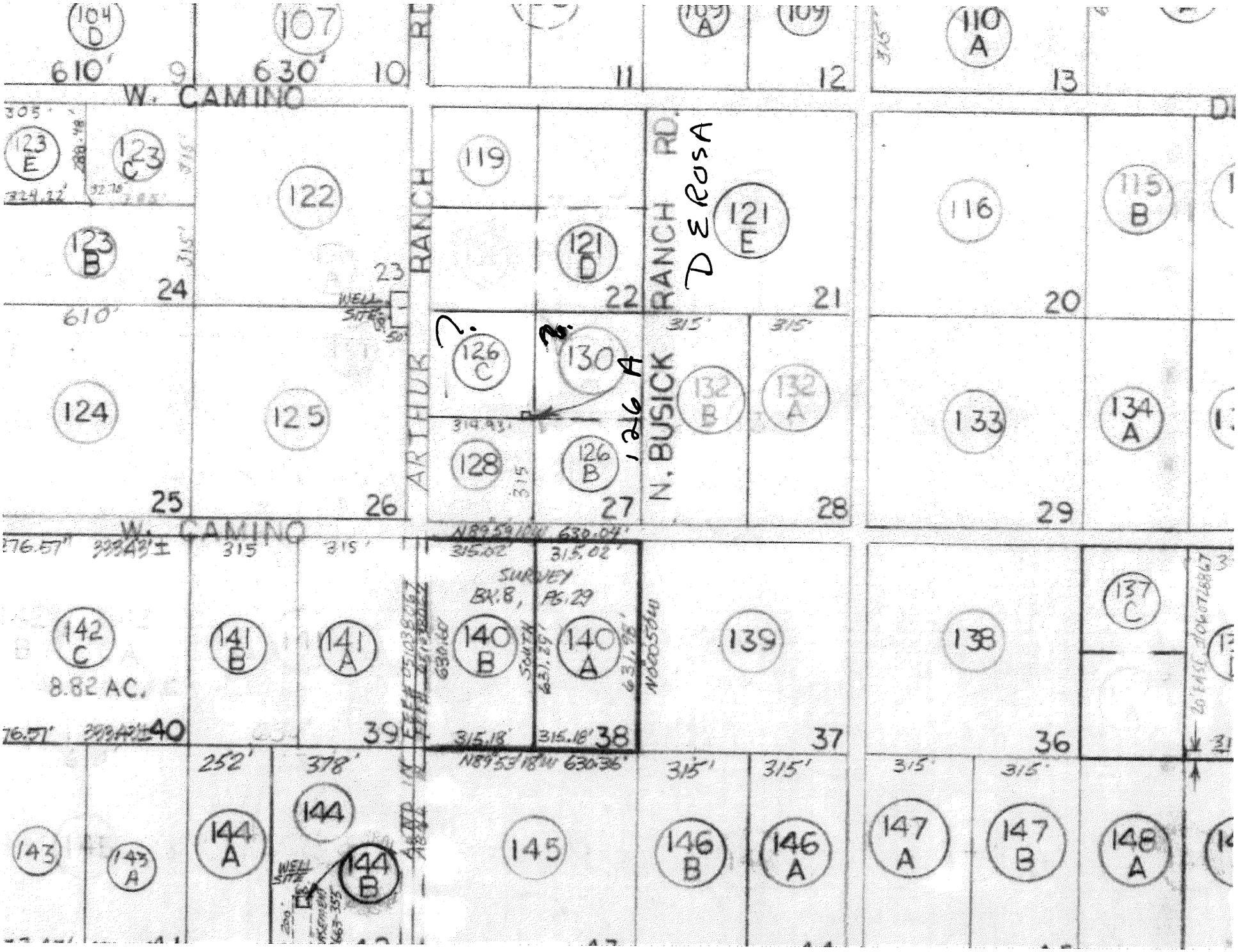
PROPERTY DESCRIPTION

Census	:Tract:13.00	Block :4	
Land Use	:8713 Res,Sfr Imp 5+ Acres		
Sub/Plat	:		
Legal	:COCHISE RANCHOS E2 OF LOT 27		
	:4.554AC		
	:		
Bldg Use	:Single Family Home		
Parcel	:Block:	Lot :27	
Sec :	Twp :	Rng :	

PROPERTY CHARACTERISTICS

Year Built	:1964	Bldg Sq Ft	:1,828	Lot Acres	:4.55
Stories	:	AllBldgSF	:1,828	Lot Sq Ft	:198,198
Story Height	:8	Constructn	:Concrete	Perimeter	:
Air Cond	:	Wall Matl	:Conc Blk\stuc		
Cond Pct	:100				

Information compiled from various sources. CoreLogic makes no representations or warranties as to the accuracy or completeness of information contained in this report.


W. CAMINO
W. CAMINO
ARTHUR RANCH RD.
N. BUSICK RD.
DE ROSA
SURVEY BK. 8, PG. 29
WELL SITE
610'
630'
315'
315.02'
315.18'
8.82 AC.
252'
378'
104 D
107
109 A
110 A
123 E
123 C
122
123 B
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121 D
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132 B
132 A
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142 C
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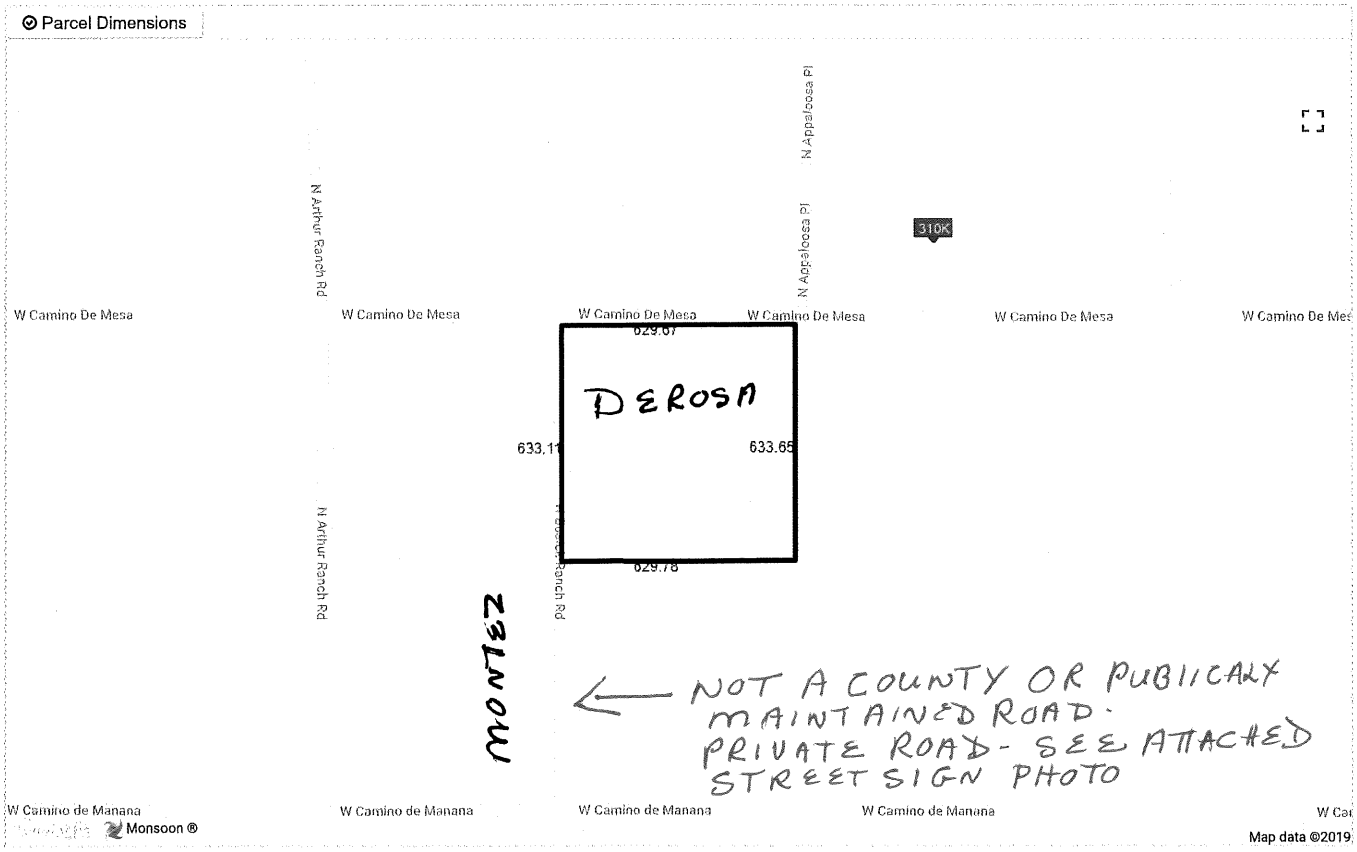
356 W Camino De Mesa, Huachuca City, AZ 85616-9605

Cochise Assessor Parcel # 106-04-121-E



Sold | Pending | Off Market

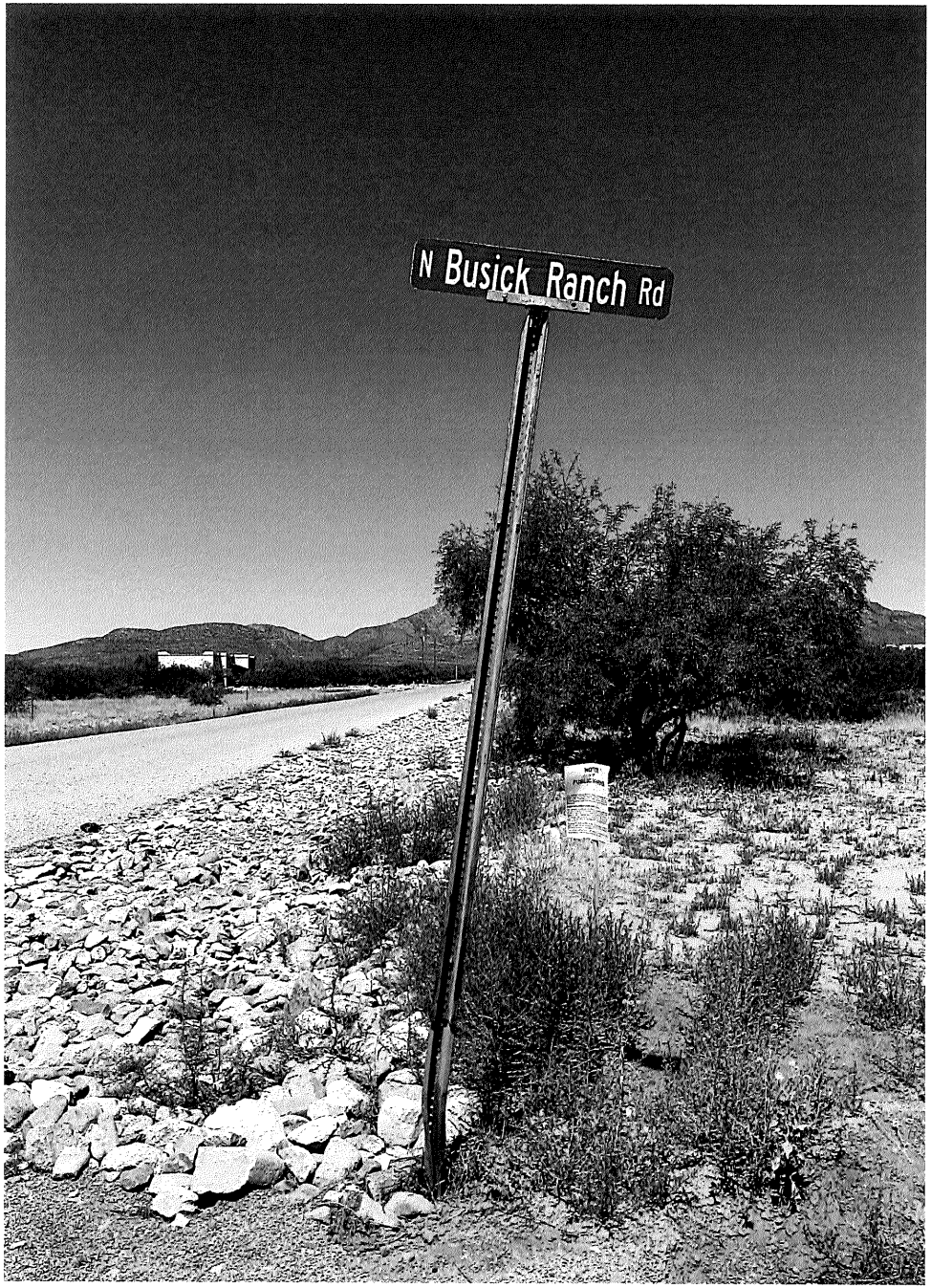
Active | Cancelled | Foreclosure

UCB | Expired

Property Information		Area Information	
Property Owner	JAMES V & DEBRA A DEROSA	**Subdivision**	COCHISE RANCHOS
Property Address	356 W Camino De Mesa Huachuca City, AZ 85616-9605 Cochise County	**Census Tract**	001300
		Census Block	4021
Tax Mailing Address	James V & Debra A Derosa 356 W Camino De Mesa Huachuca City, AZ 85616-9605	**Latitude**	31.7077656177237
		Longitude	-110.359934487534
Property Type	(8713) SFR ON 5+ AC, RURAL SUBDIV		
		Tax Area	0170
Legal Class	(03-01) OWNER OCCUPIED RESID	**School Districts**	Tombstone Unified District#01

Class:: WOOD OR STEEL STUD FRAME

PRIVATE ROAD - NO MAINTENANCE AGREEMENT



(/)

Is this your business? Claim now > (/user/sign_up?register=mesquite-creek-builders-llc&simple_form=true)

BZ SCORE: **90** Verified License Huachuca City, AZ (/Huachuca-City-Az)

Mesquite Creek Builders

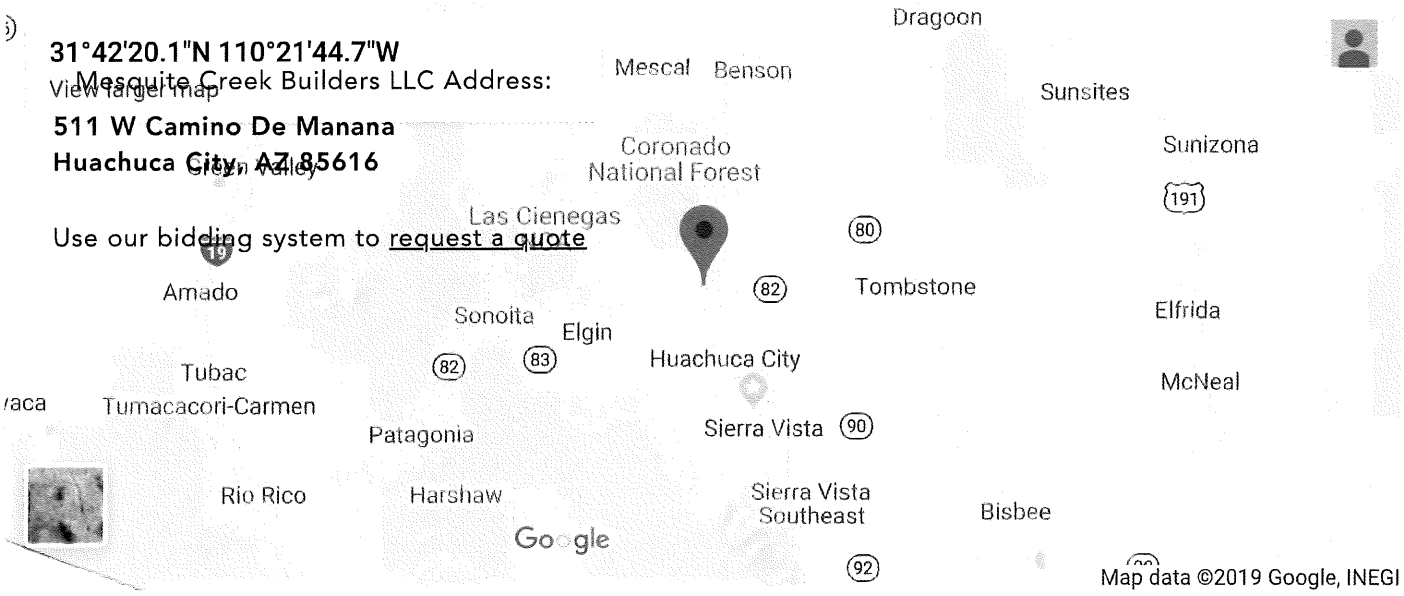
(855) 713-1088 CONTACT US BZ SCORE: **90**
for local advisor

Summary (/Contractor/Mesquite-Creek-Builders-Llc#About)

Location

31°42'20.1"N 110°21'44.7"W
View larger map
Mesquite Creek Builders LLC Address:
511 W Camino De Manana
Huachuca City, AZ 85616

Use our bidding system to request a quote



Mesquite Creek Builders LLC

Mesquite Creek Builders LLC, 511 W Camino De Manana, Huachuca City, AZ (Employee: Lane Larry Leroy) holds a General Dual license according to the Arizona license board.

Their BuildZoom score of 90 indicates that they are licensed or registered but we do not have additional information about them.

DECLARATION OF ESTABLISHMENT OF

CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA LAND TITLE & TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of the following real property:

> Lots 2 through 15, Lots 18 through 31, Lots 34 through 47, Lots 50 through 63 and Lots 66 through 79 of COCHISE RANCHOS, Cochise County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Cochise County, Arizona, in Book 3 of Maps and Plats at Page 159,

hereinafter referred to as said property, do hereby declare the manner, conditions, restrictions and covenants upon and subject to which all of said property shall henceforth be occupied, used and improved, which covenants, restrictions, and conditions shall be hence-forth construed as covenants running with the land and shall inure to the benefit of the present and all future owners of any of the lots in said property, to-wit:

1. Said property shall be used for residential purposes only.

2. No building or dwelling of frame construction shall be erected or permitted upon said property.

3. No home or dwelling having a living area of less than 1,000 square feet shall be constructed or permitted upon said property. Only one story dwellings are permitted. Minimum setback from any property line shall be 50 feet.

4. No structure other than one home or dwelling, together with attached car porte or attached garage, shall be constructed or permitted upon any single holding or parcel. No single holding or parcel having an area of less than 2 1/2 acres shall be permitted.

5. House trailers may be maintained upon said property for a period not to exceed 90 days, and only during construction of a permanent residence upon the parcel of land upon which such trailer is maintained.

6. No obnoxious, malodorous or offensive trade or activity shall be permitted upon said property. No livestock other than customary domestic pets may be kept or maintained upon said property, except however, that horses, together with proper stable for housing same, may be maintained on parcels having a minimum area of 10 acres.

7. Buildings must have modern sanitary facilities and no outside toilets are permitted.

If the parties hereto, or any of them, or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation.

#12508 Oct. 25, 57 9:00AM
Bk. 177 Pg. 268-269

In the event any court of competent jurisdiction shall by decree declare any of the foregoing conditions, restrictions and covenants to be invalid, the invalidation of one or more of said conditions, restrictions and covenants shall in no wise invalidate or render inoperative the remainder of said conditions, restrictions and covenants.

PROVIDED, that any violation of the foregoing covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such covenants shall be enforceable against any portion of said property acquired by the mortgagee through foreclosure or by deed in lieu of foreclosure for any violation of the restrictions, covenants and conditions contained herein occurring after the acquisition of said property by said mortgagee.

IN WITNESS WHEREOF, the undersigned have executed these presents this 22nd day of October, 1957.

ARIZONA LAND TITLE & TRUST COMPANY, an Arizona corporation, as TRUSTEE,

BY: _____
Assistant Trust Officer

STATE OF ARIZONA)
) ss.
County of PIMA)

This instrument was acknowledged before me this 22nd day of October, 1957, by D. M. COOPER, as Assistant Trust Officer of ARIZONA LAND TITLE & TRUST COMPANY, an Arizona corporation, as an Act of such corporation.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

March 13, 1960

Rec'd. 509

STATE OF ARIZONA }
COUNTY OF COCHISE } ss.
Witness my hand and Official Seal
P. V. NEWBURY, County Recorder
By _____ Deputy

I hereby certify that the within instrument was filed and recorded at request of Arizona Land Title & Trust Po. Box 515 Tucson, Ariz.

Fee $2.50
I. R. S. _____
Total $ _____
Docket 177 Page 268-269 No. 12508
Date OCT 25 1957 9:00 AM

Indexed	Photostat-Compared	Blotted

COCHISE COUNTY RECORDED ARIZONA

RE/MAX HomeStores

DOMESTIC WATER WELL ADDENDUM

Document updated: November 2013

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REALTOR®

1. Seller: Mickey R Covert
2. Buyer: Jonathan M Montez, Simara C Montez
3. Premises Address: 2439 N Busick Ranch Rd Huachuca City, 85616-8221
4. Date: May 10, 2017

5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above
6. referenced Premises.

7. A domestic water well is located on the Premises or the Premises is served by a domestic water well.

8. Domestic Water Well/Water Use Addendum to Seller Property Disclosure Statement ("DWWA SPDS"): Seller shall deliver a
9. completed AAR DWWA SPDS to the Buyer and Escrow Company within five (5) days after Contract acceptance. Buyer shall
10. provide notice of any DWWA SPDS items disapproved within the Inspection Period or five (5) days after receipt of the DWWA
11. SPDS, whichever is later.

12. Well Records: Seller shall deliver to Buyer, copies of all Arizona Department of Water Resources ("ADWR") records related to the
13. well in Seller's possession or notice that Seller has no such documents within five (5) days after contract acceptance. Buyer shall
14. provide notice of any items disapproved within Due Diligence/Inspection Period or five (5) days after receipt of documents or
15. notice, whichever is later. Seller does not warrant the information as reflected in the ADWR records.

16. Well Inspection: If well performance or water quality is a material matter to the Buyer, Buyer shall inspect the well, and request a
17. well inspector to send a water sample to a qualified laboratory to determine acceptability for the buyer's use. The well inspector
18. shall verify the well's gallons per minute pumping rate and recharge rate during the Due Diligence/Inspection Period. If applicable,
19. Buyer shall inform Lender that the Property is served by a domestic well and obtain any Lender testing requirements to be
20. performed during the Due Diligence/Inspection Period.

21. Change of Well Information: Escrow Company is hereby instructed to send to the ADWR a complete Change of Well Information
22. form and transfer fee at COE, if the well is located on the buyer's property.

23. Well Transfer Fee: Well transfer fee shall be paid by : ☐ Buyer ☒ Seller ☐ Other _____

24. Jonathan M. Montez 05/10/2017
^ BUYER'S SIGNATURE MO/DA/YR
Jonathan M Montez

Simara C Montez 05/10/2017
^ BUYER'S SIGNATURE MO/DA/YR
Simara C Montez

25. Mickey Covert 5/10/2017
^ SELLER'S SIGNATURE MO/DA/YR
Mickey R Covert

^ SELLER'S SIGNATURE MO/DA/YR

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DA/YR
(Added February 2012)

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RE/MAX HomeStores, 2100 Paseo San Luis Sierra Vista, AZ 85635
Phone: (520) 266-2023 Fax: (520) 458-2102 Wayne Lewis Busic Ranch
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Electronically Signed using eSignOnline™[Session ID : 3c0d49b2-4145-4f62-ba3e-54dcf83e89a9]

June 24, 2019

Robert Kirschmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

Dear Mr. Kirschmann:

I **SUPPORT the Appeal** against the decision made by the Cochise County Planning and Zoning Commission on May 8, 2019, to approve SU-19-06 to construct an 18 foot tall, 1,600 square foot building at 2439 N. Busick Ranch Road to be used in manufacturing counter tops.

Cochise Ranchos, the subdivision in which construction of this building has been proposed, was platted in 1957. In 1975, it was zoned RU-4. Sometime between 1975 and 2000, twelve parcels along Highway 90 were rezoned to GB, but only 7 of those parcels actually have a business on them, while two of the remaining have private residences. In 2000, **80%** of the property owners in Cochise Ranchos rezoned their properties from RU-4 to SR-174, which requires site built homes and removes most of the Special Uses possible with RU-4, including Manufacturing. This zoning change was intended to stabilize and protect single-household residential development. Currently there are 139 parcels in Cochise Ranchos with the majority 4 or more acres. There has been only one Special Use approved in Cochise Ranchos and that was on Highway 90. Thus, in the **62 years** since the original platting of this neighborhood, there has been no intrusion of GB or Special Uses within the interior of our neighborhood. One would have to conclude from knowing this history, that this is **NOT** a developing neighborhood, as the Planning Department would characterize it. It is, in fact, a stabilized, residential neighborhood that has been mistakenly included within a much larger Category B Designated area in the County Comprehensive Plan.

The Planning Department characterized the proposed Busick Ranch Rd. business as a home based business. But, by definition, owners of home based businesses do not construct detached 18 foot tall, 1600 square foot buildings in which to conduct manufacturing activities from 8 am to 5 pm five days per week. In fact, home based businesses, by definition, are within the primary residence and are so discrete that neighboring residents don't even know they exist. That would not be the case here.

Thus, I request that the Board of Supervisors support the continued development of Cochise Ranchos as a residential neighborhood by removing the approval of SU-19-06 by the Planning and Zoning Commission.

Sincerely,

Ann E Aust

Ann E. Aust
Parcel Number 106-05-007B

From: Mary Alinen
To: Kirschmann, Robert
Subject: Appeal for Decision on Manufacturing Special Use on Busik Rd.
Date: Wednesday, June 26, 2019 7:22:23 AM

CAUTION: EXTERNAL EMAIL*

This email is to advise the county that I support the request to appeal the Special Use Permit.

I do not feel this is a “home based” business and if allowed would have a negative impact on our neighborhood.

Mary Alinen
112 W. Ivey Rd.

This E-mail is from an **EXTERNAL** address. DO NOT click on links or open attachments unless you trust the sender and know the content is safe. If you suspect this message to be phishing, please report it using the Phish Alert Button at the top of the email, or forward to cochise.az.gov@missedspam.com or contact IT support at 520-432-8301.

Special Use Docket SUA-19-06 (Counter Intelligence) Appeal

✓ **YES**, I SUPPORT THIS REQUEST **(Supporting the Appeal denies the Special Use)**

Please state your reasons:

As I voted before, I do not want this type of commercial usage of the area. Such activity belongs in a commercial zoning

_____ **NO**, I DO NOT SUPPORT THIS REQUEST: **(Not supporting the Appeal upholds the Special Use)**

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S): George Espinosa

SIGNATURE(S): _____

YOUR TAX PARCEL NUMBER: 106-04-141B (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Tuesday June 25, 2019 to be included in the staff report to the Board in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however; or you may personally make a statement at the **public hearing on July 9, 2019**. NOTE: Please do not ask the Board Members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

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

MEMORANDUM

TO: Cochise County Planning and Zoning Commission
FROM: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Planning Director
SUBJECT: Docket SU-19-06 (Counter Intelligence)
DATE: April 30, 2019 for the May 8, 2019 Meeting

APPLICATION FOR A SPECIAL USE

The Applicant requests a Special Use Authorization to approve a 1,600 square foot building to be used in manufacturing countertops. In the Rural Zoning District manufacturing and storage require Special Use Authorization.

The 4.55 acre site, 106-04-126B, is located at 2439 N. Busick Road and is zoned RU-4. The Applicant is Jonathan Montez.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size:	4.55 acres (210,026 sq-ft)
Existing Zoning:	RU-4 (Rural; one dwelling per 4 acres)
Proposed Zoning:	No changes
Growth Area:	Category B-Community Growth Areas
Comprehensive Plan Designation:	Developing
Area Plan:	None
Existing Uses:	Single family home
Proposed Uses:	Same with a 1,600 square foot workshop

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

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

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	SR-174 (Single-Household Residential one dwelling per 4 acres)	Rural Residential
South	SR-174 (Single-Household Residential one dwelling per 4 acres)	Camino De Manana/ Rural Residential
East	RU-4 (Rural; one dwelling per 4 acres)	Rural Residential
West	RU-4 (Rural; one dwelling per 4 acres)	Rural Residential

II. PARCEL HISTORY

- 1964 home built
- 1988 196 square foot sunroom

III. NATURE OF REQUEST

The Applicant requests a Special Use Authorization to approve a 1,600 square foot building to be used in manufacturing countertops. In the Rural Zoning District manufacturing and storage require Special Use Authorization.

The parcel is currently developed with a single family home. The Applicant is requesting to construct the shop so that they can make Counter tops for their existing business.

There is no actual manufacturing taking place at the residence, however there is not a perfect category for the request.

The Applicant orders slabs of a Corian type material and brings it to his residence in a standard pick up truck. No delivery trucks or semis will come to the location aside from typical Fedex and UPS type deliveries.

Once the "raw" material is at the location the Applicant will then router, sand, shape and glue the countertops together. This is done using tools and materials found in many residential shops. The Applicant has provided a detailed explanation of the process and photos, which is included in the Application attachment.

There are no hazardous chemicals used beyond what is found in a typical residence and shop.

The process is conducted inside the shop building. The interior will be insulated and doors and windows kept closed to help mitigate noise. In addition, the building is set back at least 60 feet from the property line which will also helps to reduce any noise impacts.

In addition to the Applicant, there will be one other part-time employee that will assist in the process.

Once the Applicant has finished the counter top, they are transported by a standard pick up truck to the customers location and installed.

The proposed use is more akin to a home based business then a full scale warehouse, storage or manufacturing. The Zoning Regulations allow an owner of a residence to apply for a non-discretionary Home Occupation permit if they meet certain criteria. The Applicant met all the criteria for being a home based business except the size exceed 25% of the residence.

IV. ANALYSIS OF IMPACTS – COMPLIANCE WITH SPECIAL USE FACTORS

Section 1716.02 of the Zoning Regulations provides a list of ten factors with which to evaluate Special Use applications. Staff uses these factors to help determine the suitability of a given Special Use request, whether to recommend approval for a Special Use Authorization, as well as to determine what Conditions and/or Modifications may be needed.

Nine of the ten factors apply to this request. The project, as submitted, complies with seven of those factors. With the reccomended conditions of Approval and modification the project complies with one more. The project does not comply with Public Input. The last remaining factor is not applicable to this application.

1. Compliance with Duly Adopted Plans: Complies

The proposed project complies with the Comprehensive Plan. The area is Designated as Category B, Community Growth Area, Developing Areas. These areas are "designated has a moderate level of residential and/or non-residential growth" . The area is located near the junction of State Highway 90 and 82. As such, there will be continued developed pressures in the area. The proposed project will have a minimal impact on the existing neighborhood.

"The "Developing" (DEV) plan designation is used to describe areas experiencing non-rural growth rates that are developed with scattered, mixed residential, business or industrial and agriculture-related uses and that ultimately will accommodate future growth as the more populated areas reach build-out". This area has a variety of agriculture, commercial and home based business scattered through out.

2. Compliance with the Zoning District Purpose Statement: Complies

The purpose Section 601.02 states "To encourage those types of non-residential and non-agricultural activities which serve local needs or provide a service and are compatible with rural living". The Building proposed is typical of a rural property and will not obviously be a business. The home based business will be small enough to limit any impacts to the neighborhood while providing service to those that need counters.

3. Development Along Major Streets: Complies

The parcel is accessed from Camino de Manana (a County maintained paved road) to Busick Road (a private non county maintained road) is a paved two lane county collector. The existing residence has existing access to Busick Road and

an additional access is proposed for the workshop.

Although the traffic impact from the proposed use is minimal, a non residential use is still proposed and as such, the applicant will be required to enter into a private maintenance agreement for Busick Road. Staff has not received input from the other residence that utilizes the road.

4. Traffic Circulation Factors: Complies

The proposed use will not increase neighborhood traffic beyond what is typical of a single family home. The business owner and operator lives on site. The business will have one part-time employee that will travel to the residence. Materials brought to the site will be completed using a personal pick up truck. No semis or box vans, aside from typical Fedex and UPS deliveries will occur.

5. Adequate Services and Infrastructure: Complies

The site is currently developed with a single family home. The shop will utilize the existing electric and water on the site. No sink or restroom facilities are included in the garage. For those needs the owner and the part-time employee will utilize the existing restroom in the home.

6. Significant Site Development Standards: Complies with modifications

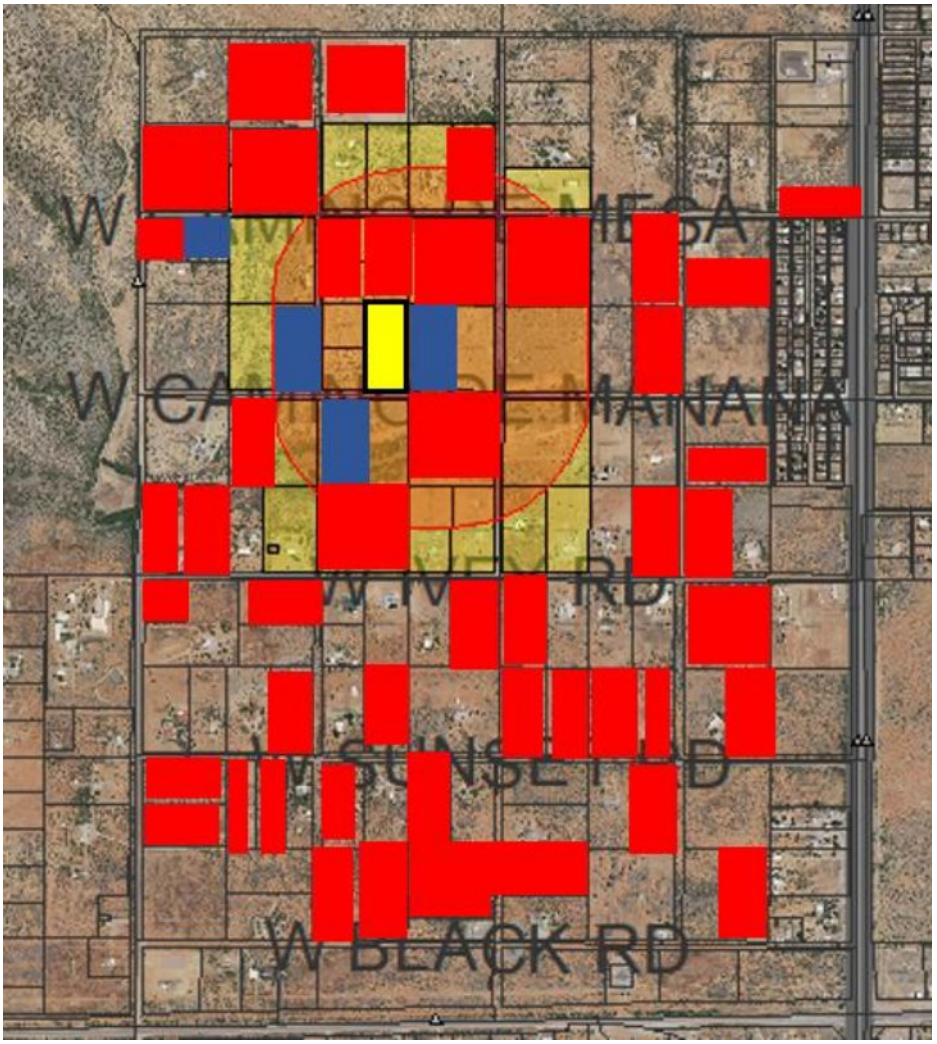
The Site plan shows adequate parking for both personal vehicles and the one employee. There will be **no customers** coming to the site so no parking is required for customers.

The site plan shows that the building will be at least sixty feet from the property line, exceeding the required 20 foot setback.

Staff recommends treating the use as residential in regard to development standards. This includes a wavier of the requirement to construct solid screening and paved parking. In this area adding the solid block wall would not be appropriate and would result the use looking more like a commercial or industrial property then leaving the native mesquites as the screening. The site is located on a private dirt road and providing paved parking and access off a dirt road would not be appropriate.

All outdoor light is required to comply with the lighting regulations.

7. Public Input: Does not Comply



The Applicant sent letters to all property owners within 1,000 feet of parcel to notify them of his application and to address any neighbor concerns. Staff also provided notice. Four letters in support, sixt-nine letters in opposition were received and are included in the packet.

The majority of property owners in the area have expressed concern regarding this approval. Issues cited include noise, dust control, water use, manufacturing in the neighborhood, violation of CC and Rs.

All of these issues are addressed elsewhere in this report except the Covenants, Conditions and Restrictions (CC&Rs). First and foremost, the County **does not** enforce CC&Rs. These are enforced by the Home Owners Association or through a legal process.

Second, if the CC&Rs were to be fully enforced most properties would be in direct violation. These violations would include:

- No frame construction (Condition 2)
- No detached structures (Condition 4)
- Animals (Condition 6)
    - Only domestic pets (no livestock*)
    - *Horses allowed only if you have a minimum of 10 acres (most properties **do not** meet this)

8. Hazardous Materials: Not Applicable

The Applicant will not be manufacturing anything on the premise. The Applicant will bring a whole slab in and finish the surface. The finishing process will produce non toxic dust that will be lighting washed off on to the floor, allowed to dry and be swept up. The dust is not toxic, however similar to saw dust, dirt, or other airborne particulates repeated exposure may result in some health issues if a dust mask is not regularly worn. The doors and windows will be kept closed, and air filtration system is used in the building preventing the particulates from leaving the building.

9. Off-Site Impacts: Complies

The use will not have any significant impacts to the surrounding neighborhood. The proposed use is essentially a home based business, which per our Zoning Regulations is a non-discretionary permit. In fact, if the applicant were to reduce the shop, or area used to no less than 25% of the primary structure (456 square feet) it could be permitted as a matter of right.

Arizona State Law, ARS Section *11-820 Restriction on Regulation; home-based business; exception; definitions.* State Law defines: *"Home-based business" means any business for the limited manufacture, provision or sale of goods or services that is owned and operated by the owner or tenant of the residential property* (ARS 11-820(C)(2)). We are prohibited from restricting or regulating onsite traffic, parking and delivery area provided that it does not cause on-street parking congestion or substantial increase in traffic through the residential area. We cannot restrict Applicant from employing residents of the primary dwelling, immediate family members and up to two non-resident family members.

10. Water Conservation: Complies

The applicant will use a water nozzle rated at ½ gallon per minute to wash off excess material. Other than that there is no other water use proposed on the site. No new landscaping is proposed for the project.

V. PUBLIC COMMENT

The Applicant mailed letters to neighboring property owners within one mile soliciting input from the Community. Staff mailed notices to neighboring property owners within one mile of the subject property on April 10, 2019. Staff posted the property on April 22, 2019 and published a legal notice in the *San Pedro Valley Sun-News* on April 17, 2019. Staff has received a total of seventy three responses. Four of the responses are in support, 69 responses are in opposition, and one stated they would agree with the majority. A copy of all correspondence received as of May 1, 2019 is included in the packet.

VI. WAIVERS

Staff recommends that for all standards the site be deemed residential in nature.

VII. SUMMARY AND CONCLUSION

The Applicant requests a Special Use Authorization to approve a 1,600 square foot building to be uses in manufacturing countertops.

Factors in Favor of Approving the Rezoning/ Special Use

1. With the recommended Conditions of Approval, the Special Use would fully comply with the seven Special Use factors used by staff to analyze this request;
2. The rezoning request is permitted in the Growth Category D, Rural Area Designation and therefore meets the mandatory compliance for rezoning;
3. The subject parcel is of a size and configuration that would allow compliance with all applicable site development standards with the conditions;
4. The proposed Special Use is low impact and more akin to a home occupation.
5. The request for this Special Use is allowable within the RU-4 Zoning District;
6. Four letters of support have been received as of the writing of this report.

Factors Against Allowing the Special Use

1. Sixty-nine letters in opposition to the request have been received;

VIII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends **Conditional Approval** of the Special Use request, subject to the following Conditions and Modification above:

1. Within 30-days of approval of the Special Use, the Applicant shall provide the County a signed Acceptance of Conditions form and a Waiver of Claims form arising from ARS Section 12-1134. Prior to operation of the Special Use, the Applicant shall apply for a building/use permit for the project within 12-months of approval. The building/use permit shall include a site plan in conformance with all applicable site development standards (except as modified) and with Section 1705 of the Zoning Regulations, the completed Special Use permit questionnaire and application, and appropriate fees. A permit must be issued within 18-months of the Special Use approval, otherwise the Special Use may be deemed void upon 30-day notification to the Applicant;
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional Conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations;
3. The shop building shall be fully insulated to help reduce any noise impact from the equipment.
4. Should the property be sold, or otherwise transferred, the Special Use shall cease and a new special use application shall be submitted for consideration.
5. Any changes to the approved Special Use will be considered a Modification to this Special Use and will require review and approval of the Planning and Zoning Commission.

Sample Motions:

Mr. Chairman, I move to approve Docket SU-19-06, with the Conditions of Approval recommended by staff; the Factors in Favor of Approval constituting the Findings of Fact.

From: admin@counterintelligence-az.com
To: Kirschmann, Robert
Subject: RE: Neighbor Letter
Date: Thursday, April 18, 2019 11:03:00 AM

Robert,

Here is the email in favor of our project we received from the Schuttes.

Thanks!

Simara Montez

> Begin forwarded message:
>
> **From:** Kelly Schutte <kellyschutte@hotmail.com>
> **Subject: Best of Luck Neighbor!**
> **Date:** April 8, 2019 at 10:31:43 AM MST
> **To:** "jon@counterintelligence-az.com" <jon@counterintelligence-az.com>, "mr_mrs_schutte@hotmail.com" <mr_mrs_schutte@hotmail.com>
>
> Hello Jon and Simara!
>
> We are John and Kelly Schutte @ 656 W Camino de Mesa and are in receipt of your letter for the county issues your facing.
>
> Just wanted say quickly, we have no problems with your endeavor and wish you all the best!

Special Use Docket SU-19-06 (Counter Intelligence)

✓ **YES,** I SUPPORT THIS REQUEST
Please state your reasons:

This couple is trying to get ahead in life and take care of a growing family. I feel their property is large enough to do all this.

NO, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S): ADELHEID A. HESS

SIGNATURE(S): Adelheid A. Hess

YOUR TAX PARCEL NUMBER: #106-04-12506 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Monday April 29, 2019 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still send email comments, or phone Robert Kirschmann at the contact information listed on page one by May 8, 2019 to have your support or non-support noted verbally noted at the meeting; or you may personally make a statement at the **public hearing on May 8, 2019**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Special Use Docket SU-19-06 (Counter Intelligence)

✓ **YES,** I SUPPORT THIS REQUEST
Please state your reasons:

We are the closest neighbors to this property, and do not feel this would threaten the integrity of the neighborhood. It appears the business is a small business, and it would be no more than having a workshop on the property. (AS long as it would not raise taxes) However, there would be some requests to consider and that would include a privacy fence around the building so as remnants are not accumulated and noticeable to the neighbors. It would also be requested that he build the structure on the north side of the existing house.

~~NO, I DO NOT SUPPORT THIS REQUEST:~~
~~Please state your reasons:~~

(Attach additional sheets, if necessary)

PRINT NAME(S): BONITA COOK + GREGORY COOK

SIGNATURE(S): Bonita L. Cook
Gregory B. Cook

409 W. CAMINO DE MANANA

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

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Monday April 29, 2019 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still send email comments, or phone Robert Kirschmann at the contact information listed on page one by May 8, 2019 to have your support or non-support noted verbally noted at the meeting; or you may personally make a statement at the **public hearing on May 8, 2019**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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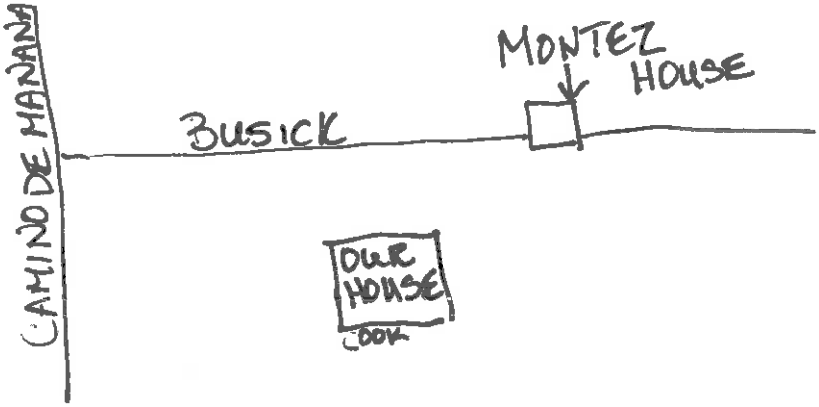

Special Use Docket SU-19-06 (Counter Intelligence)

X **YES**, I SUPPORT THIS REQUEST

Please state your reasons:

THIS WOULD BE BETTER THAN THE GOAT FARM IN THE NEIGHBORHOOD.

JON AND SIMARA MONTEZ ARE OUTSTANDING CHRISTIAN CITIZENS.

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

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S): EDWARD & BONNIE KAMMEYER

SIGNATURE(S): Edward O. Kammeyer

Bonnie J Kammeyer

YOUR TAX PARCEL NUMBER: 106-04-140B7 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Monday April 29, 2019 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still send email comments, or phone Robert Kirschmann at the contact information listed on page one by May 8, 2019 to have your support or non-support noted verbally noted at the meeting; or you may personally make a statement at the **public hearing on May 8, 2019**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

I **DO NOT** support this request for Special Use Authorization to construct a 1,600 sq. ft. building to be used in manufacturing counter tops at 2439 N Busick Ranch Road.

Issues related to specific points in the application, such as use of a non-maintained county road, noise, dust control, and water use will be addressed by those in closer proximity to the property. The issue I want to address is the overarching impact of introducing manufacturing into our residential community.

With the recording of the Declaration of Establishment of Conditions and Restrictions (CCR) in 1957, the residents of Cochise Ranchos proclaimed their intent as to the 'character' of their community. The first condition states: "Said property shall be used for residential purposes only.'

In 2000, over 70% of the residents rezoned their property to SR-174. This was done to **stabilize and protect single-household residential development**. SR-174 allows areas for family living at a broad range of densities and it provides for residential neighborhoods. But the key words here are "residential development", not mixed use, to include manufacturing. SR-174 zoning does not allow manufacturing as a Special Use Authorization.

Again in 2018, the community rallied to prevent a rezoning action to reduce the minimum 4-acre parcel requirement. Over 100 signatures were obtained opposing that action.

A Special Use Authorization for manufacturing is in total conflict to the well-documented wish of the majority of residents of Cochise Ranchos. If approved, it will be permanent as the Special Use Authorization will transfer with any future sale of the property and the new owners will be allowed to set up their own manufacturing without any input from the community.

I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or other operations that would jeopardize single-household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Susanna C. Young — Susanna C. Young

Printed Name — Signature

2500 N Arthur Ranch Rd Huachuca City AZ — 19 Apr 2019

Address — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

JUDAH MUSASHI MACCABEE

Printed Name

Signature

04/20/19

Date

Address
4416 PLAZA VISTA
SIERRA VISTA, AZ 85635

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Anna Hoy — Anna Hoy

Printed Name — Signature

106-05-015 B1 (Parcel ID) — 4-19-2019

Address — Date

Cochise Ranchos E2 of Lot 63 (4.55 Acres)

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

PARCEL #
106-04-139

Sincerely,

Gordon R. White

Printed Name

85616

Signature

2353 N. Arapahoe Rd. Hereford City, AZ

Address

4/18/2019

Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Terry D. Winslow
Printed Name

Signature

350 W. Ivey Rd Whetstone
Address

4/19/19
Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Donna J Winslow — Donna J Winslow

Printed Name — Signature

350 W. Ivey Rd., Whetstone Az 85616 — 4/19/19

Address — *Date*

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Maryann Hardson — Maryann Hardson

Printed Name — Signature

445 W. Black Rd — 4-18-19

Address — Date

Wheatstone AZ
85614

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or other operations that would jeopardize single-household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

owner Colleen Stiles
owner Eric Windesheim — Eric Windesheim

Printed Name — Signature

315 W. Sunset RD — 4/18/19

Address — Date

Douglas AZ 85616

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

I **DO NOT** support this request for Special Use Authorization to construct a 1,600 sq. ft. building to be used in manufacturing counter tops at 2439 N Busick Ranch Road.

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

BRIAN LEE JACKSON

Printed Name

Signature

188 W. CAMINO DE MESA WHETSTONE

Address

4-18-19

Date

PARCEL ID # 10604 115A

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

PAUL STRONGOLI — Paul J. Strongoli

Printed Name — Signature

131 W. IVEY RD. HC. AZ. — 4/19/19

Address — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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Thank you.

Sincerely,

Marilee Swenson — Marilee Swenson

Printed Name — Signature

615 w Ivey Rd Huachuca City — 4/19/19

Address — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Bernadette Ryan — Bernadette L Ryan

Printed Name — Signature

87 W Camino De Mesa — 4-19-19

Address — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

CHARLES W EVERETT — Charles W Everett

Printed Name — Signature

233 W Sunset Rd — 18 Apr 2019

Address — Date

Hoachuca City AZ 85616

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

ANN E. AUST — Ann E. Aust

Printed Name — Signature

510 W. IVEY RD, HUACHUCA CITY — 4/17/2019

Address — *Date*

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

EILEEN SWIERS — Eileen Swiers

Printed Name — Signature

257 W. Sunset Rd. — 4-17-19

Address — Date

Huachuca City, AZ
85616

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Dorothy Adams — Printed Name

Dorothy Adams — Signature

2261 N. Appaloosa Place — Address

April 22, 2019 — Date

Parcel Numbers
106 05 029
106 05 029D
106 05 031A

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Diana Wales
JAMES WALES

Printed Name

Diana Wales
James Wales

Signature

115 West Black Rd

Address

4-20-19

Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Leacy Brown — Printed Name

Leacy Brown — Signature

664 West camino De Mesa
Huachuca City, AZ 85616 — Address

04/19/19 — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

JAMES M. HOULIHAN — Printed Name

Signature

2468 N. ARTHUR RANCH ROAD
HUACHUCA CITY, AZ 85616
Address

4/20/2019
Date

PARCEL # 106041909

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Susan Richards

Printed Name

Signature

2358 Sands Ranch Rd

Address Huachuca City, AZ 85616

4/18/19

Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Ellis & Cecilia Warren — Cecilia Warren

Printed Name — Signature

P.O. Box 4144
Huachuca City, AZ 85616 — 19 Apr 2019

Address — *Date*

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

ROBERT & JACQUELYN DORR Robert Dorr

Printed Name Signature

322 W. FUEY RD. H.C. 85616 4-20-19

Address Date

PARCEL # 106-05-004A0

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or other operations that would jeopardize single-household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely, Parcel #'s 106-04-104C2 106-04-104D1

CATHERINE URBALEJO Catherine Urbalejo

Printed Name Signature

647 W. Camino de Mesa 4/20/19

Address Huachuca City *Date*

AZ 85616

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Rocke Jones — Printed Name

[signature] — Signature

199 W. Camino Del Rancho — Address

18 APR, 2018 — Date

Elfrida, AZ 85610

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Melanie S. Folsom
Galen W. Folsom

Printed Name

Melanie S. Folsom

Signature

2301 N. Desert View Place

Address

4/19/19

Date

Huachuca City, AZ 85616

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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Thank you.

Sincerely,

GARY W. EDGAR FOR EDGAR REVOCABLE TRUST

Printed Name

Signature

12375 N. LOST SHADOW CT.

Address MARANA, AZ 85658

04/20/2019

Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

David E. Johnston — David E. Johnston

Printed Name — Signature

2483 N. Arthur Ranch Rd — 4/25/19

Address — Date

Huachuca City AZ
85616

106041104 EO Parcel
AND 10604107

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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Thank you.

Sincerely,

Paul R. Whitby

Printed Name

Signature

5425 E Broadway Blvd #194, Tucson AZ 85711

Address

4/22/19

Date

Owner of Lot # 43 of Cochise Ranchos According to the Map recorded in Book 3 of Maps, p. 159 Records of Cochise County, AZ.

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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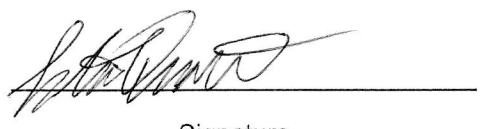
Thank you.

Sincerely,

STEVEN QUAST

Printed Name



Signature

545 W. Sunset Rd, Huachuca City, AZ 85616
Parcel ID: 106050104

Address

20 Apr 2019

Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

James + Ginny Daeger

Printed Name

Ginny Daeger

Signature

570 W. Sunset Rd Huachuca City AZ 85616 20 Apr 2019

Address

Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

DAWN M. COSSINS — Dawn Cossins

Printed Name — Signature

204 WEST SUNSET RD — 4/19/19

Address — Date

William T. Cossins

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Tina Moody — Printed Name

Tina Moody — Signature

608 W. Sunset Rd — Address

Huachuca City AZ 85616

19 April 2019 — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Patsy C. Tuttle — Printed Name

Patsy C. Tuttle — Signature

2501 N. Arthur Ranch Rd
Huachuca City, AZ 85616 — Address

Parcel/TAX ID 10604104F

04-22-2019 — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

DOROTHY J. BUSICK — Dorothy J Busick

Printed Name — Signature

2463 N Busick Ranch Rd. H.C. — 4-21-2019

Address — Date

#106-04-1210

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

MARY E ALLEN — Printed Name

Signature

112 W. Tuley Rd HCAZ 85616 — Address

4-25-19 — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Kenneth G. Kempson — Kenneth G. Kempson

Printed Name — Signature

PO Box 181 Cochise AR 72631 — 22 Apr 2019

Address — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or other operations that would jeopardize single-household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Kenneth G. Kempson — Kenneth G. Kempson

Printed Name — Signature

PO Box 181 Clinton AR 72031 — 22 Apr 2019

Address — Date

Parcel: 106050 14 A
203 W. Sunset Rd.

UPDATED SHEET

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

I **DO NOT** support this request for Special Use Authorization to construct a 1,600 sq. ft. building to be used in manufacturing counter tops at 2439 N Busick Ranch Road.

Issues related to specific points in the application, such as use of a non-maintained county road, noise, dust control, and water use will be addressed by those in closer proximity to the property. The issue I want to address is the overarching impact of introducing manufacturing into our residential community.

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

George Espinosa

Printed Name

Signature

594 W. Camino de Manana

Address

4-26-19

Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Laura Tinkcom — Laura Tinkcom

Printed Name — Signature

447 W. Sunset rd Huachuca City AZ 85616 — 4/20/19

Address — Date

★ This is a quiet residential area, I do not approve of a manufacturing business in the middle of it.

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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Thank you.

Sincerely,

JAMES V DeRosa
Debra A. DeRosa

Printed Name

James V. DeRosa
Debra A. DeRosa

Signature

356 W. Camino Del Mesa

Address

4/26/19

Date

Lot 106-04-121E

Special Use Docket SU-19-06 (Counter Intelligence)

_____ **YES**, I SUPPORT THIS REQUEST
Please state your reasons:

_____

_____

_____

_____

_____

_____

_____

X **NO**, I DO NOT SUPPORT THIS REQUEST: RU4
Please state your reasons:

We will NOT vote for any special use or zoning change from the existing residential SR1 74 (RU4) the requested use is not consistent with a residential Neighborhood. The Montez's purchased the home knowing it was/is in a residential Neighborhood. We do not want to be disturbed by noise or trucks associated with a business!
Please see additional explanation/information sheets.

(Attach additional sheets, if necessary)

PRINT NAME(S): _____

SIGNATURE(S): _____
Doreen A DeRosa

YOUR TAX PARCEL NUMBER: 106-04-121E (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Monday April 29, 2019 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still send email comments, or phone Robert Kirschmann at the contact information listed on page one by May 8, 2019 to have your support or non-support noted verbally noted at the meeting; or you may personally make a statement at the **public hearing on May 8, 2019**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Denial of Montez's Special Use Permit:

The Montez's purchased Tax Parcel #106-04-126A not B on 7/12/2017 it was recorded with 6.83 acres in a residential subdivision.

The application has Tax Parcel #104-04-126B **with only** 4.55 acres. When and where did the 2.28 acres get split out and to whom? How did the Tax Parcel number get changed? I cannot locate the county tax record with the "126 B" identification. (I have enclosed a copy of the current CRS Property Detail Report from the assessor's office with the Montez's name and parcel ID # of 106-04-126A.)

We will not vote for any special use or zoning change from the existing residential SR 174.

Section A

Question 7.C.(3) Route: The Busick's developed the subdivision. They were adamant that Busick Road itself is **not a county-maintained road.** Nor is there a maintenance agreement with the other residents of the road. Allowing the zoning change would constitute a Violation of Section 1807.02 A of the Cochise County Zoning Regulations.

7G: Privately maintained road. There is **NOT a maintenance agreement.** The road is not 20' wide in some sections. Parcel # 104-04-121E, owned by my husband and myself Jim and Debra DeRosa have 631' along Busick Road. It has been maintained by Dorothy Busick and occasionally the DeRosa's on a courtesy basis. Prior owner of parcel 106-04-126A, Robert B Covert at some point paid to have gravel laid. If the use permit is approved, this will once again be a violation of Section 1807.02A of the Cochise County Zoning Regulations – no maintenance agreement.

7H. The applicant states that there are not deed restrictions. **There are existing Deed Restrictions.** Dated October 1957 at the Cochise County Recorders Office: 12508DK177, page 268 and 269. The very first restriction is item #1.

#1 Said property shall be used for residential purposes only. (I have attached a copy.)

Section B 3: Noise is a questionable issue. This is a residential neighborhood and we are not open to any zoning changes.

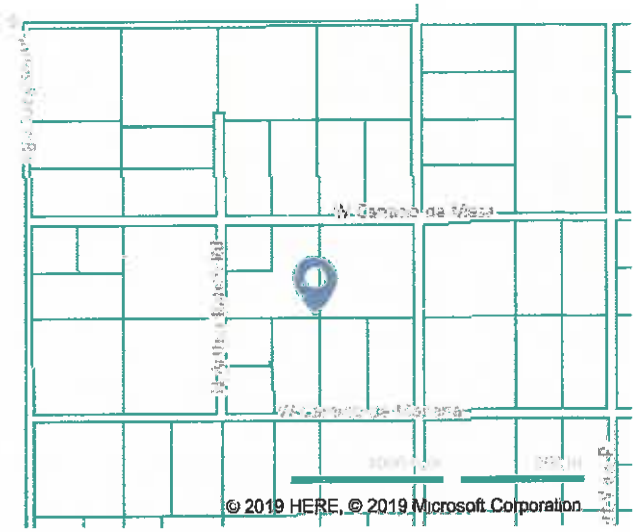
Section C: Water use is questionable. This home is on a shared well and the Busick's have NOT been consulted about additional use of the well for the manufacturing and rinsing of the counters etc. of which they will address.

CRS Data

Tuesday, April 16, 2019

LOCATION

Property Address	2439 N Busick Ranch Rd Huachuca City, AZ 85616-8221
Subdivision	
Carrier Route	R002
County	Cochise County, AZ



PROPERTY SUMMARY

Property Type	Residential
Land Use	Residential Improvement >5 Acres
Improvement Type	Single Family Home
Square Feet	1828

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	106-04-126A
2010 Census Trct/Blk	13/4
Assessor Roll Year	2017

CURRENT OWNER

Name	Montez Jonathan M Montez Simara C
Mailing Address	3720 S Inca Dove Pl Sierra Vista, AZ 85650-5308

SALES HISTORY THROUGH 04/04/2019

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
7/12/2017	**$55,700**	Montez Jonathan M		Warranty Deed		2017-14400
7/12/2017	**$55,700**	Montez Jonathan M		Warranty Deed		0000014400
6/8/2017	$14,000	Lane Larry L		Warranty Deed		2017-11736
6/8/2017	$14,000	Lane Larry L		Warranty Deed		0000011736
4/14/2000		Covert Robert B		Joint Tenancy		410/589
3/20/1997	$82,000	Covert Robert B		Joint Tenancy Deed		
4/22/1992	$74,900			Joint Tenancy Deed		

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount
Appraisal Year	2018	**Assessment Year**	2018
Appraised Land	$31,467	**Assessed Land**	$3,147
Appraised Improvements	$69,374	**Assessed Improvements**	$6,904
Total Tax Appraisal	$100,841	**Total Assessment**	$10,051
Tax Area	170	**%Improvement**	69%
		Exempt Amount	$3,838

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2017			$770.54
2016			$852.66
2015			$948.06
2014			$1,068.50
2013			$963.04

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
07/12/2017	50,130	Montez Jonathan M Montez Simara C	Sunstreet Mortgage	0000014401
07/12/2017	50,130	Montez Jonathan M Montez Simara C	Sunstreet Mortgage	2017-14401

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Single Family Home	**Condition**		**Units**	
Year Built	1964	**Effective Year**		**Stories**	1
BRs		**Baths**		**Rooms**	
Total Sq. Ft.	1,828				

Building Square Feet (Living Space)

First Story (Base) 1,828

Building Square Feet (Other)

- CONSTRUCTION

Quality		**Roof Framing**	Wood Joists
Shape		**Roof Cover Deck**	Composition Shingle
Partitions		**Cabinet Millwork**	
Construction	C	**Floor Finish**	Carpet
Foundation		**Interior Finish**	
Floor System	Structural Slab	**Air Conditioning**	
Exterior Wall	Stucco	**Heat Type**	
Structural Framing	Rigid Frame	**Bathroom Tile**	
Fireplace		**Plumbing Fixtures**	

- OTHER

Occupancy		**Building Data Source**	

PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition	Building
Concrete Paving	1313			1
Concrete Porch-Patio	36			1
Concrete Porch-Patio	44			1
Enclosed Porch	250			1
Isx	1			1

PROPERTY CHARACTERISTICS: LOT

Land Use	Residential Improvement >5 Acres	**Lot Dimensions**	
Block/Lot	/27	**Lot Square Feet**	297,514
Latitude/Longitude	31.706875°/-110.360963°	**Acreage**	6.83

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		**Road Type**	
Electric Source		**Topography**	
Water Source		**District Trend**	
Sewer Source		**School District**	Tombstone Unified School District
Zoning Code			
Owner Type			

LEGAL DESCRIPTION

Subdivision		**Plat Book/Page**	
Block/Lot	/27	**Tax Area**	170

Description

Cochise Ranchos Se4 Of Lot 27 2.28Az; & Cochise Ranchos (A) Nw4 L Ot 27 By M&B: Beg At Nw Cor Of Lot 27 Cochise Ranchos E315' S315' W315' N315' To Beg Exc For 12X30 Wlste Loc 16' W Of The Sw Cor Of The Ne4 2.27Ac & (B) Ne4 Of Lot 27 By M&B Beg At Ne Cor

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Information Deemed Reliable But Not Guaranteed.

DECLARATION OF ESTABLISHMENT OF

CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA LAND TITLE & TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of the following real property:

> Lots 2 through 15, Lots 18 through 31, Lots 34 through 47, Lots 50 through 63 and Lots 66 through 79 of COCHISE RANCHOS, Cochise County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Cochise County, Arizona, in Book 3 of Maps and Plats at Page 159,

hereinafter referred to as said property, do hereby declare the manner, conditions, restrictions and covenants upon and subject to which all of said property shall henceforth be occupied, used and improved, which covenants, restrictions, and conditions shall be hence-forth construed as covenants running with the land and shall inure to the benefit of the present and all future owners of any of the lots in said property, to-wit:

1. Said property shall be used for residential purposes only.

2. No building or dwelling of frame construction shall be erected or permitted upon said property.

3. No home or dwelling having a living area of less than 1,000 square feet shall be constructed or permitted upon said property. Only one story dwellings are permitted. Minimum setback from any property line shall be 50 feet.

4. No structure other than one home or dwelling, together with attached car porte or attached garage, shall be constructed or permitted upon any single holding or parcel. No single holding or parcel having an area of less than 2 1/2 acres shall be permitted.

5. House trailers may be maintained upon said property for a period not to exceed 90 days, and only during construction of a permanent residence upon the parcel of land upon which such trailer is maintained.

6. No obnoxious, malodorous or offensive trade or activity shall be permitted upon said property. No livestock other than customary domestic pets may be kept or maintained upon said property, except however, that horses, together with proper stable for housing same, may be maintained on parcels having a minimum area of 10 acres.

7. Buildings must have modern sanitary facilities and no outside toilets are permitted.

If the parties hereto, or any of them, or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation.

#12508 Oct. 25, 57 9:00AM
Bk. 177 Pg. 268-269

In the event any court of competent jurisdiction shall by decree declare any of the foregoing conditions, restrictions and covenants to be invalid, .. the invalidation of one or more of said conditions, restrictions and covenants shall in no wise invalidate or render inoperative the remainder of said conditions, restrictions and covenants.

PROVIDED, that any violation of the foregoing covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such covenants shall be enforceable against any portion of said property acquired by the mortgagee through foreclosure or by deed in lieu of foreclosure for any violation of the restrictions, covenants and conditions contained herein occurring after the acquisition of said property by such mortgagee.

IN WITNESS WHEREOF, the undersigned have executed these presents this 22nd day of October, 1957.

ARIZONA LAND TITLE & TRUST COMPANY, an Arizona corporation, as TRUSTEE,

BY: _____
Assistant Trust Officer

STATE OF ARIZONA)
) ss.
County of PIMA)

This instrument was acknowledged before me this 22nd day of October, 1957, by D. M. COOPER, as Assistant Trust Officer of ARIZONA LAND TITLE & TRUST COMPANY, an Arizona corporation, as an Act of such corporation.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

March 13, 1960

Refd. 509

STATE OF ARIZONA }
COUNTY OF COCHISE }
Witness my hand and Official Seal
P. W. NEWBERRY, County Recorder
_____ Deputy

I hereby certify that the within instrument was filed and recorded at request of
Grantee Land Title + Trust
P.O. Box 5175
Tucson, Ariz

Fee $2.50
I. R. S. _____
Total $ _____

Indexed	Photostat-Compared	Blotted

Date OCT 25 1957 9:00 AM
Docket 177 Page 268-269 No. 12508

- 2 -

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

I **DO NOT** support this request for Special Use Authorization to construct a 1,600 sq. ft. building to be used in manufacturing counter tops at 2439 N Busick Ranch Road.

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Shirley A Hayden
James F Hayden

Printed Name

Signature

OWN: 2282 N. Sand Ranch Rd

Address

Hereford Az

4/21/2019

Date

Contact 20 Hylands Rd,
Conowingo, MD 21918

April 17, 2019

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Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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Thank you.

Sincerely,

Robin Peck / Gale Peck — Robin Peck / Gale Peck

Printed Name — Signature

400 W. Rahn Rd Dayton, OH 45429 — 4/22/19

Address — Date

We own a lot on Sunset Rd Huachuca City, AZ

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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Thank you.

Sincerely,

Donna Salem
Fadi Salem

Printed Name

Donna Salem

Signature

4-20-2019

Address

Date

April 17, 2019

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Planning, Zoning and Building Safety
1415 Melody Lane, Building E
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Thank you.

Sincerely,

Printed Name	Signature	Address	Date
Shawn P Ryan	Shawn P Ryan	484 W. Sunset Rd Huachuca City AZ 85616	4/24/2019
Deanna Lee Ryan	Deanna Lee Ryan	same	

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or other operations that would jeopardize single-household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Dana M. Cole — Printed Name

Dana M. Cole — Signature

2368 N. Sands Ranch Rd., Huachuca City, AZ — Address

04/19/19 — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

W. BRENT NICOLA — W. Brent Nicola

Printed Name — Signature

2376 N. DESERT VIEW PL. — APRIL 25, 2019

HUACHUCA CITY, AZ 85616

Address — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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Thank you.

Sincerely,

W. BRENT NICOLA
Printed Name

W. Brent Nicola
Signature

2376 N. DESERT VIEW PL.
HUACHUCA CITY, AZ 85616
Address

APRIL 25, 2019
Date

Special Use Docket SU-19-06 (Counter Intelligence)

_____ **YES**, I SUPPORT THIS REQUEST
Please state your reasons:

_____
_____
_____
_____
_____
_____
_____

__X__ **NO**, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

Noise, Dust traffic increase Semi truck on already Substandard road Rt 1, SR 174

_____
_____
_____
_____
_____

(Attach additional sheets, if necessary)

PRINT NAME(S):

_____

SIGNATURE(S): _____

_____

YOUR TAX PARCEL NUMBER: 10604107 (the eight-digit identification number found on the tax statement from the Assessor's Office) AND 10604104

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Monday April 29, 2019 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still send email comments, or phone Robert Kirschmann at the contact information listed on page one by May 8, 2019 to have your support or non-support noted verbally noted at the meeting; or you may personally make a statement at the **public hearing on May 8, 2019**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

April 10, 2019

Re: Docket SU-19-06 (Counter Intelligence)

Dear Property Owner:

The Cochise County Planning and Zoning Commission hereby gives notice a public hearing will be held at or after **4:00 p.m., on Wednesday, May 8, 2019,** at the Cochise County Board of Supervisors Hearing Room, at 1415 Melody Lane, Building G, in Bisbee, Arizona; and

Docket SU-19-06 (Counter Intelligence)

The Applicant requests a Special Use Authorization to construct a 1,600 square foot building to be used in manufacturing counter tops. The 4.55 acre site, 106-04-126B, is located 2439 N. Busick Ranch Road and is zoned RU-4. In a Rural Zoning district manufacturing and storage require Special Use Authorization. The Applicant is Jonathan Montez.

If the Commission approves the Docket, the Applicant must then obtain a building/use permit to establish the use and to construct any new structures. The permit application will be subject to review by County Departments such as Building Safety, Zoning, Environmental Health, Highway and Floodplain as well as any applicable State or Federal agencies.

You are hereby advised of this public hearing as an owner of property within one mile of the site where the Special Use is requested. If you should have any written comments pertaining to this matter, you may submit written comments on the attached form, by email, fax or mail by April 29, and they will be given to the Commission members. Whether or not you choose to provide written comments, you are encouraged to attend this public hearing to let your feelings be known concerning this docket. If you do not attend the public hearing, but wish to know the Commission's action, please contact the Planning Department at the number referenced below.

If you have any questions regarding this matter, please do not hesitate to contact the Community Development Department by phone at 520-432-9248 and by e-mail at rkirschmann@cochise.az.gov. Please note that occasionally dockets are removed from the agenda just prior to a meeting. It is recommended that you contact the Community Development Department to find out if this docket is still scheduled.

Sincerely,

Robert Kirshcmann, Planner II

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

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

Special Use Docket SU-19-06 (Counter Intelligence)

_____ **YES**, I SUPPORT THIS REQUEST
Please state your reasons:

_____

_____

_____

_____

_____

_____

_____

X **NO**, I DO NOT SUPPORT THIS REQUEST: I HAVE REVIEWED THE APPLICATION AND HAVE THE FOLLOWING REMARKS/???
Please state your reasons: NO MAINTENANCE AGREEMENT IN PLACE

① USE OF A NON-COUNTY MAINTAINED ROAD - POSSIBILITY OF USING CAMINO DE MESA AS OUTLET - DON'T WANT FREIGHT TRUCKS ON ROAD PD FOR BY RESIDENTS - ② QUESTION THE STMT 1GAL OF WATER PER DAY ③ QUESTION DUST CONTROL AND SEWAGE - HOW WILL MATERIAL WASTE BE MANAGED?
④ CONCERNED WITH NOISE IN A METAL BLDG.
⑤ WHAT IS THE COMPOSITION OF COUNTERTOPS AND OTHER MATERIALS?
⑥ NO MENTION OF FIRE SUPPRESSION MEASURES BEING TAKEN.

(Attach additional sheets, if necessary) BOTTOMLINE - I AND THE MAJORITY OF RESIDENTS IN COCHISE RANCHOS DO NOT SPT MULTI-USE ZONING, IT IS A RESIDENTIAL COMMUNITY

PRINT NAME(S): LINDA J GUINTER

SIGNATURE(S): Linda J Guinter

YOUR TAX PARCEL NUMBER: 106-04-109 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Monday April 29, 2019 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still send email comments, or phone Robert Kirschmann at the contact information listed on page one by May 8, 2019 to have your support or non-support noted verbally noted at the meeting; or you may personally make a statement at the **public hearing on May 8, 2019**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

I **DO NOT** support this request for Special Use Authorization to construct a 1,600 sq. ft. building to be used in manufacturing counter tops at 2439 N Busick Ranch Road.

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In 2000, over 70% of the residents rezoned their property to SR-174. This was done to **stabilize and protect single-household residential development**. SR-174 allows areas for family living at a broad range of densities and it provides for residential neighborhoods. But the key words here are "residential development", not mixed use, to include manufacturing. SR-174 zoning does not allow manufacturing as a Special Use Authorization.

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A Special Use Authorization for manufacturing is in total conflict to the well-documented wish of the majority of residents of Cochise Ranchos. If approved, it will be permanent as the Special Use Authorization will transfer with any future sale of the property and the new owners will be allowed to set up their own manufacturing without any input from the community.

I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or other operations that would jeopardize single-household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

LINDA J GUINTER — Linda J Guinter

Printed Name — Signature

367 W CAMINO DE MESA — 18 APR 2019

Address — Date

H.C. #106-04-109

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or other operations that would jeopardize single-household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

RANDY BULFER

EDWIN BULFER

Printed Name

x

Signature

415 W CAMINO ADELA
HUACHUCA CITY AZ 85616

Address

4/24/2019

Date

Special Use Docket SU-19-06 (Counter Intelligence)

_____ **YES**, I SUPPORT THIS REQUEST
Please state your reasons:

_____

_____

_____

_____

_____

_____

_____

X **NO**, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

EMPHATICALLY OPPOSED! TRAFFIC ON EXISTING ROADS, MOSTLY UNPAVED, SOME NOT EVEN MAINTAINED BY COUNTY, IS TOTALLY DAMAGING. RUNOFF FROM MOUNTAINS WREAKS ENOUGH HAVOC WITHOUT SMALL TRUCK TRAFFIC. NOISE ALTERS OUR LITTLE RURAL COMMUNITY WHERE WE CHERISH PEACE AND QUIET. DOST I ELWAYS A PROBLEM HERE PARTICULARLY OPPOSED TO ~~GE~~ PERMANENT CHANGE IN ZONING!

(Attach additional sheets, if necessary)

PRINT NAME(S):
RANDY BULFER EDWIN BULFER

SIGNATURE(S): _____

_____

YOUR TAX PARCEL NUMBER: 106 04 109A (the eight-digit identification number found on the tax statement from the Assessor's Office)

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

From: Gardner, Peter B
To: Jackson_656 Jackson; Kirschmann, Robert
Cc: Judd, Peggy
Subject: RE: Reference Request for Manufacturing Special Use Permit on Busick Road in Whetstone
Date: Wednesday, April 24, 2019 10:20:50 AM

Ms. Jackson,

Thank you for your input. I have copied my counterpart Robert Kirschmann on this response as he is the Planner on this docket. Thank you again and regards,

Peter Gardner
Planner II
Cochise County Community Development
Development Services Department
1415 Melody Lane, Building E
Bisbee, AZ 85603
520-432-9300
520-432-9278 fax

From: Jackson_656 Jackson <Jackson_656@msn.com>
Sent: Wednesday, April 24, 2019 10:01 AM
To: Gardner, Peter B <PGardner@cochise.az.gov>
Cc: Judd, Peggy <PJudd@cochise.az.gov>; Jackson_656 Jackson <jackson_656@msn.com>
Subject: Reference Request for Manufacturing Special Use Permit on Busick Road in Whetstone

Hello,

It has been brought to my attention from several neighbors that there is a request for a Manufacturing Special Use Permit for a property on Busick Rd. This email is to advise that I am against the request.

This area of Whetstone is not the appropriate place for manufacturing. My property is located at 188 W Camino De Mesa and would be adversely affected by the increased traffic and possibly the noise. It appears that the property owners knew when they purchased the property that manufacturing there was not allowed. Since they have purchased the property, there have been no improvements made either.

This change would set a bad precedent for our community and would certainly effect our property values in the area. Request that this permit be disapproved.

Thank you
Katrina Jackson

Special Use Docket SU-19-06 (Counter Intelligence)

_____ **YES**, I SUPPORT THIS REQUEST
Please state your reasons:

_____

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_____

X **NO**, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

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_____

_____

_____

(Attach additional sheets, if necessary)

PRINT NAME(S): Paul R. Whitby

SIGNATURE(S): Paul R Whitby

5425 E Broadway Blvd #194 Tucson, AZ 85711

YOUR TAX PARCEL NUMBER: 10604145 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

MARY E Hawes — Printed Name

[signature] — Signature

112 W. Ivey Rd HCAZ 85616 — Address

4-25-19 — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Dorothy Adams — Printed Name

Dorothy Adams — Signature

2261 N. Appaloosa Place — Address

April 22, 2019 — Date

Parcel Numbers
106 05 029
106 05 029D
106 05 031A

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Diana Wales
JAMES WALES

Printed Name

Diana Wales
James Wales

Signature

115 West Black Rd

Address

4-20-19

Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or other operations that would jeopardize single-household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Leacy Brown — Printed Name

Leacy Brown — Signature

664 West camino De Mesa
Huachuca City, AZ 85616 — Address

04/19/19 — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

JAMES M. HOULIHAN — Printed Name

Signature

2468 N. ARTHUR RANCH ROAD
HUACHUCA CITY, AZ 85616
Address

4/20/2019
Date

PARCEL # 106041909

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Susan Richards

Printed Name

Signature

2358 Sands Ranch Rd

Address Huachuca City, AZ 85616

4/18/19

Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Ellis & Cecilia Warren — Cecilia Warren

Printed Name — Signature

P.O. Box 4144
Huachuca City, AZ 85616 — 19 Apr 2019

Address — *Date*

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

ROBERT & JACQUELYN DORR Robert Dorr

Printed Name Signature

322 W. FUEY RD. H.C. 85616 4-20-19

Address Date

PARCEL # 106-05-004A0

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely, Parcel #'s 106-04-104C2 106-04-104D1

CATHERINE URBALEJO Catherine Urbalejo

Printed Name Signature

647 W. Camino de Mesa 4/20/19

Address Huachuca City *Date*

AZ 85616

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Rocke Jones — Printed Name

[signature] — Signature

199 W. Camino Del Rancho — Address

18 APR, 2018 — Date

Elfrida, AZ 85610

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Melanie S. Folsom
Galen W. Folsom

Printed Name

Melanie S. Folsom

Signature

2301 N. Desert View Place

Address

4/19/19

Date

Huachuca City, AZ 85616

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

GARY W. EDGAR FOR EDGAR REVOCABLE TRUST

Printed Name

Signature

12375 N. LOST SHADOW CT.

Address MARANA, AZ 85658

04/20/2019

Date

Special Use Docket SU-19-06 (Counter Intelligence)

_____ **YES,** I SUPPORT THIS REQUEST
Please state your reasons:

_____

_____

_____

_____

_____

_____

_____

_____ **NO,** I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

* PLEASE SEE ATTACHED

_____

_____

_____

_____

_____

_____

_____

(Attach additional sheets, if necessary)

PRINT NAME(S): TERRANCE C. HOGAN

SIGNATURE(S): Terrance C. Hogan

_____

YOUR TAX PARCEL NUMBER: 106041320 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Monday April 29, 2019 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still send email comments, or phone Robert Kirschmann at the contact information listed on page one by May 8, 2019 to have your support or non-support noted verbally noted at the meeting; or you may personally make a statement at the **public hearing on May 8, 2019**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

TERRANCE TUCK
4-22-19

AUTHORIZING THIS SPECIAL USE WOULD RESULT IN UNDESIRABLE CONSEQUENCES SUCH AS:

1. UNWANTED NOISE POLLUTION.
2. INFERIOR AIR QUALITY:
   - EXPOSING THE CHILDREN & NEIGHBORHOOD TO UNPLEASANT & POSSIBLY TOXIC ODORS.
   - EXPOSING THE CHILDREN & NEIGHBORHOOD TO UNWANTED DUST FROM MANUFACTURING.
3. EXPOSING THE CHILDREN TO UNNECESSARY RISK DUE TO THE PROXIMITY OF EQUIPMENT AND MACHINERY.

THE JOYFUL NOISE EMANATING FROM APPLICANTS RESIDENCE AT 2439 NORTH BUSICK RANCH ROAD IS A BENEFIT TO OUR NEIGHBORHOOD BUT THE NOISE FROM "MANUFACTURING" WOULD DISTURB THE PEACEFUL ENJOYMENT OF MY PROPERTY & PRESUMABLY OTHER PRIVATE PROPERTY OWNERS IN THE NEIGHBORHOOD.

TCH:TH

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or other operations that would jeopardize single-household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Cheryl Szommer — Cheryl Szommer

Printed Name — Signature

233 W Sunset Rd — 5/6/19

Address — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Constance I. Schlosser — Constance I Schlosser

Printed Name — Signature

2368 N Sands Ranch Rd. — April 22, 2019

Address Hereford City / Whetstone — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Harvey R Shellman — Harvey R Shellman

Printed Name — Signature

7368 N Shaws Ranch — 4/22/19

Address — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

I DO NOT support this request for Special Use Authorization to construct a 1,600 sq. ft. building to be used in manufacturing counter tops at 2439 N Buster Ranch Road.

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Thank you.

Sincerely,

Gary Tinkcom — Printed Name

Gary Tinkcom — Signature

440 W Tivey Huachuca City AZ — Address

4/23/19 — Date

April 17, 2019

Robert Krshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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A Special Use Authorization for manufacturing is in total conflict to the well-documented wish of the majority of residents of Cochise Ranchos. If approved, it will be permanent as the Special Use Authorization will transfer with any future sale of the property and the new owners will be allowed to set up their own manufacturing without any input from the community.

I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or other operations that would jeopardize single-household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

Annelise Tinkcom — Annelise Tinkcom

Printed Name — Signature

440 W Tracy Rd Huachuca City AZ — 4/23/19

Address — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

I DO NOT support this request for Special Use Authorization to construct a 1,600 sq. ft. building to be used in manufacturing counter tops at 2439 N Bostick Ranch Road.

Issues related to specific points in the application such as use of a non-maintained county road, noise, dust control, and water use will be addressed by those in closer proximity to the property. The issue I want to address is the overarching impact of introducing manufacturing into our residential community.

With the recording of the Declaration of Establishment of Conditions and Restrictions (CCR) in 1957, the residents of Cochise Ranchos proclaimed their intent as to the 'character' of their community. The first condition states: "Said property shall be used for residential purposes only."

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I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

JOE AND VANNOY — Joe Ann Vannoy

Printed Name — Signature

484 W Ivey RD, Sierra Vista AZ — 4-17-19

Address — Date

April 17, 2019

Robert Kirshmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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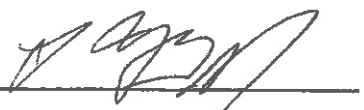
I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

LEE BAKER
Printed Name


Signature

SANDS RANCH RD LOT 8
Address

2 MAY 2019
Date

April 17, 2019

Robert Krahmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

RE: Docket SU-19-06 (Counter Intelligence)

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I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or similar operations that would jeopardize single-household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

DANIE S. VANNOY
Printed Name

Danie S Vannoy
Signature

484 W IVEY RD H.C. 85616
Address

5-1-19
Date

April 17, 2019

Robert Krahmann, Planner II
Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603

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I believe approval of Docket SU-19-06 (Counter Intelligence) would open the door to manufacturing or other operations that would jeopardize single household residential development.

I strongly request you DO NOT approve the Special Use Authorization to help us preserve the rural lifestyle of this area.

Thank you.

Sincerely,

David Johnson — Dan Johnson

Printed Name — Signature

4120 W Ivey Rd — 1 May 19

Address — Date

Water Well Agreement

We, Dorothy J. Busick Trustee of Busick Family Trust and Jonathan M. Montez & Simara C. Montez being the owners of Well Site at Assessor's Parcel Number (APN) 10604130 (Book 106 Map 04 Parcel 130) in Cochise Ranchos within Cochise County in the state of Arizona (See page 3) hereof state that the purpose of this agreement is to establish reasonable and responsible conditions for the effective and continuous operation of a domestic, non-commercial water well at said location.

We the undersigned do hereby accept ownership of the water system hereinafter referred to as Well Site for the exclusive use of said owners and/or their assigns. The owners and/or their assigns, have equal interest in the well site, well, casing, pump, pipe, wire, tank, electric meter, base, breaker, and entrance assembly. The owners of Assessor's Parcel Number (APN) 10604126B (Book 106 Map 04 Parcel 126B) in Cochise Ranchos within Cochise County in the state of Arizona (See page 4) , Jonathan M. Montez & Simara C. Montez of herein grants reasonable easement rights across their property to allow proper access to the Well Site, its pump, trenches, and water lines. The same shall be true of their assigns of the parcel on which the Well Site is located (Assessor's Parcel Number (APN) 10604130 (Book 106 Map 04 Parcel 130)), and their assigns will grant reasonable easement rights across Assessor's Parcel Number (APN) 10604126B (Book 106 Map 04 Parcel 126B) to allow proper access to the well, its pump, trenches, and water lines.

The interest, and future interest in said Well Site (See page 5) Assessor's Parcel Number (APN) 10604130 (Book 106 Map 04 Parcel 130), is hereby declared right running with the land in Assessor's Parcel Number (APN) 10604121D (Book 106 Map 04 Parcel 121D) currently owned by Dorothy J. Busick Trustee of Busick Family Trust and Assessor's Parcel Number (APN) 10604126B (Book 106 Map 04 Parcel 126B) currently owned by Jonathan M. Montez & Simara C. Montez. Other interest or share or any part of hereof may not be owned by a person other than an owner of land in said Well Site.

The said Well Site, as hereinabove described, shall not be expanded, altered, changed, or used in following respects without the unanimous consent of all owners. The parties agree to reasonable usage of water supplied by the water well system and agree to limit usage to normal domestic, Non-Commercial use.

All water pipe, faucets, to include the main valves (Main shut-off valves located at the Well Site) are the responsibility of each individual resident owner to be repaired and or replaced at that resident's expense. All other maintenance, repair, replacements in whole or in part of said Well Site(from before each resident Main shut-off , well, casing, pump, pipe, wire, tank, electric meter, base, breaker, entrance assembly, and the maintaining of well site), including the necessary tooling required for said such purpose, will be shared equally between the owners Dorothy J. Busick Trustee of Busick Family Trust and Jonathan M. Montez & Simara C. Montez. Equal portions of the electric bill will be shared equally between both said owners. Each owner shall act prudently in the maintenance of the main water lines and secondary water lines on their property, checking frequently for any damage and leakage. Each resident must maintain valves, pipes, and be kept in working order so as not to affect the other well site party. Main shut-off valves should be operated frequently to prevent freezing or

corroding. Main shut-off valves must be kept in working order and replaced immediately at the first sign of failure. Any damage is to be repaired promptly.

The terms and conditions of this agreement are understood, accepted and agreed to by the parties herein and are binding on them, their heirs, successors and assigns.

Dated this 6TH day of JUNE, 2018

Dorothy J. Busick, Dorothy J Busick Trustee

Dorothy J. Busick — Trustee of Busick Family Trust

Jonathon M. Montez, Simara C. Montez

Jonathon M. Montez — Simara C. Montez

State of Arizona

LARRY LEROY LANE
Notary Public - Arizona
Cochise County
My Comm. Expires Oct 21, 2020

County of Cochise

This instrument was acknowledged before me this 6TH day of JUNE, 2018

By

Notary Public

State of Arizona

LARRY LEROY LANE
Notary Public - Arizona
Cochise County
My Comm. Expires Oct 21, 2020

106-04-126B

Print Form

COCHISE COUNTY
COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

Special Use Project Application

Applicant's Certification & Acknowledgement

By signing below, I certify that:

1. I am the Owner or authorized Agent of the Owner of the property being developed.
2. I am applying for the meetings/ review(s) indicated below.
3. I have read and understand the information provided in this Application Guide.
4. This application is complete and accurate to the best of my knowledge. Submission of false information may constitute fraud, and may be punishable by fine, imprisonment, or both pursuant to A.R.S. §13-2310.
5. I hereby request all inspections necessary to process this application, and if the permit is issued I request all inspections necessary to monitor progress, and document completion, at all stages of the work related to this permit.

By signing below, I acknowledge that:

6. Incomplete or inaccurate submittals by the Owner, Applicant or any other representative may result in delays, return of submittals, or denial of this application.
7. The submittal is subject to an administrative review of 10-business days (5-business days initial review, 5-business days resubmittal review) at which time I will receive written or electronic notice if the application is complete or, in the case of an incomplete application, a list of deficiencies that need to be corrected. An application will not pass the review for administrative completeness until all deficiencies have been corrected.
8. If the County does not issue a written or electronic notice of administrative completeness within the 10-business days, the application will be deemed administratively complete and the substantive review process begins.
9. The overall review time is 130-business days.
10. The substantive review process is 120-business days.

General Contractor
Mesquite Creek Builders

Dual Residential + Small Commercial #214559

By signing below, I acknowledge that:

11. A complete response to any correspondence will be submitted to Cochise County for any subsequent reviews.

12. The Applicant or Agent will be sent written or electronic notice of a license approval or denial within the substantive review period.

13. All required permits must be obtained prior to any construction and that failure to obtain permits may result in fines or other penalties.

14. The Applicant or Agent is responsible for all changes and additional time required to correct plans and/or development as a result of differences between the proposed use and what is permitted in the zoning district in which the property lies.

15. The project review process and timeframe is suspended when a project triggers the requirement for an application for approval by an Outside Agency, the Planning and Zoning Commission, and/or the Board of Supervisors. If either the Planning and Zoning Commission or the Board of Supervisors approves the request contained in the application, then Community Development Department will resume the project review process. If the Board of Supervisors denies the request, then the Community Development Department will consider the project to be denied.

By signing below, I acknowledge that:

16. An appeal protesting any denial of an application may be made to Cochise County Community Development Department, Planning Division Deputy Director, Beverly Wilson, 1415 Melody Lane, Bldg. E. Bisbee, Arizona 85603. The appeal shall set forth all relevant facts pertaining to the denial, and must be in writing. It must be filed within ten-days from the date of the denial letter.

17. If the County does not issue to the Applicant the written or electronic notice granting or denying a license within the **overall** time frame or within the mutually agreed upon time frame extension, the county SHALL refund the Applicant all fees charged for reviewing the applications and SHALL excuse any fees not yet paid. The refund SHALL be made within 30-working days after the expiration of the agreed upon time frame pursuant A.R.S. § 11-1605(J).

Jonathan Montez 3-27-19

Signature Date

Jonathan Montez

Print Name/Firm

Owner [X] Agent [ ]

520 508-4600

COCHISE COUNTY
COMMUNITY DEVELOPMENT

"Public Programs... Personal Service"

COCHISE COUNTY PLANNING DEPARTMENT
COMMERCIAL USE/BUILDING PERMIT/SPECIAL USE PERMIT QUESTIONNAIRE
(TO BE PRINTED IN INK OR TYPED)

TAX PARCEL NUMBER 106-04-126B

APPLICANT Jonathan Montez

ADDRESS 2439 N. Busick Ranch Road, Huachuca City, AZ 85616

CONTACT TELEPHONE NUMBER 520 508 4600

EMAIL ADDRESS: jon@counterintelligence-az.com

PROPERTY OWNER (IF OTHER THAN APPLICANT) (same)

ADDRESS 2439 N. Busick Ranch Road

Huachuca City, AZ 85616

DATE SUBMITTED

Special Use Permit Public Hearing Fee (if applicable) $
Building/Use Permit Fee $
Total paid $

PART ONE - REQUIRED SUBMITTALS

1. Cochise County Joint Application (attached).

2. Questionnaire with all questions completely answered (attached).

3. A minimum of (6) copies of a site plan drawn to scale and completed with all the information requested on the attached Sample Site Plan and list of Non-residential Site Plan Requirements. **(Please note that nine (9) copies will be required for projects occurring inside the Uniform Building Code enforcement area. In addition, if the site plan is larger than 11 by 17 inches, please provide one reduced copy.)**

4. Proof of ownership/agent. If the applicant is not the property owner, provide a notarized letter from the property owner stating authorization of the Commercial Building/Use/Special Use Application.

5. Proof of Valid Commercial Contractor's License. (Note: any building used by the public and/or employees must be built by a Commercial Contractor licensed in the State of Arizona.)

6. Hazardous or Polluting Materials Questionnaire, if applicable.

OTHER ATTACHMENTS THAT MAY BE REQUIRED DEPENDING ON THE SCOPE OF THE PROJECT

1. Construction Plans (possibly stamped by a licensed Engineer or Architect)
2. Off-site Improvement Plans
3. Soils Engineering Report
4. Landscape Plan
5. Hydrology/Hydraulic Report
6. Traffic Impact Analysis (TIA): **Where existing demonstrable traffic problems have already been identified such as high number of accidents, substandard road design or surface, or the road is near or over capacity, the applicant may be required to submit additional information on a TIA.**
7. Material Safety Data Sheets
8. Extremely Hazardous Materials Tier Two Reports
9. Detailed Inventory of Hazardous or Polluting Materials along with a Contingency Plan for spills or releases

The Commercial Permit Coordinator/Planner will advise you as soon as possible if and when any of the above attachments are required.

PART TWO - QUESTIONNAIRE

In the following sections, thoroughly describe the proposed use that you are requesting. **Attach separate pages if the lines provided are not adequate for your response.** Answer each question as completely as possible to avoid confusion once the permit is issued.

SECTION A - General Description (Use separate sheets as needed)

1. What is the existing use of the property? Residential

2. What is the proposed use or improvement? A workshop. Family living in residence owns small business making countertops. That is what the shop would be used for.

3. Describe all activities that will occur as part of the proposed use. In your estimation, what impacts do you think these activities will have on neighboring properties? Delivery of raw material by freight to adjoining st. Fabrication of countertops during normal business hrs. Minimal impact.

4. Describe all intermediate and final products/services that will be produced/offered/sold.

Solid surface countertops will be produced. They are installed in homes, so customer traffic will not occur on the property.

-5. What materials will be used to construct the building(s)? (Note, if an existing building(s), please list the construction type(s), i.e., factory built building, wood, block, metal)
Wood framing and metal cladding.

6. Will the project be constructed/completed within one year or phased? One Year 1
Phased ☐ if phased, describe the phases and depict on the site plan.

7. Provide the following information (when applicable):

A. Days and hours of operation: Days: 5 Hours (from 8 AM to 5 PM)

B. Number of employees: Initially: 2 Future: ☐
Number per shift Seasonal changes

C. Total average daily traffic generated:

(1) How many vehicles will be entering and leaving the site.
1 (our part time employee Nick)

(2) Total trucks (e.g., by type, number of wheels, or weight)
0

(3) Estimate which direction(s) and on which road(s) the traffic will travel from the site?

South to North. Busick Ranch Road to Camino de Mañana.

(4) If more than one direction, estimate the percentage that travel in each direction

(5) At what time of day, day of week and season (if applicable) is traffic the heavies

8 am to 5 pm M-F

Circle whether you will be on public water system or private well. If private well, show the location on the site plan.

D. Estimated total gallons of water used: per day 1-2 per year 365

Will you use a septic system? Yes ☐ No X If yes, is the septic tank system existing?
Yes ___ No ___ Show the septic tank, leach field and 100% expansion area on the site plan.

G. Does your parcel have permanent legal access*? Yes X No ☐ if no, what steps are you taking to obtain such access?

*Section 1807.02A of the Cochise County Zoning Regulations stipulates that no building permit for a non-residential use shall be issued unless a site has permanent and direct access to a publicly maintained street or street where a private maintenance agreement is in place. Said access shall be not less than twenty (20) feet wide throughout its entire length and shall adjoin the site for a minimum distance of twenty (20) feet. If access is from a private road or easement provide documentation of your right to use this road or easement and a private maintenance agreement.

H. For Special Uses only - provide deed restrictions that apply to this parcel if any.
Attached ☐ NA X

8. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Well	
Sewer/Septic	N/A	
Electricity	SSVEC	
Natural Gas	N/A	
Telephone	N/A	
Fire Protection		

SECTION B - Outdoors Activities/Off-site Impacts

1. Describe any activities that will occur outdoors.

N/A

2. Will outdoor storage of equipment, materials or products be needed? Yes ☐ No X if yes, show the location on the site plan. Describe any measures to be taken to screen this storage from neighboring properties.

3. Will any noise be produced that can be heard on neighboring properties? Yes X No ☐ if yes; describe the level and duration of this noise. What measures are you proposing to prevent this noise from being heard on neighboring properties? Saws, routers, sanders used M-F 8 am 5 pm

Doors will be closed, building will be insulated.

4. Will any vibrations be produced that can be felt on neighboring properties? Yes ☐ No X if yes; describe the level and duration of vibrations. What measures will be taken to prevent vibrations from impacting neighboring properties?

5. Will odors be created? Yes ☐ No X If yes, what measures will be taken to prevent these odors from escaping onto neighboring properties?

6. Will any activities attract pests, such as flies? Yes ☐ No X If yes, what measures will be taken to prevent a nuisance on neighboring properties?

7. Will outdoor lighting be used? Yes X No ☐ If yes, show the location(s) on the site plan. Indicate how neighboring properties and roadways will be shielded from light spillover. Please provide manufacturer's specifications.

8. Do signs presently exist on the property? Yes ☐ No X If yes, please indicate type (wall, freestanding, etc.) and square footage for each sign and show location on the site plan.

A. B. C. D.

9. Will any new signs be erected on site? Yes ☐ No X If yes, show the location(s) on the site plan. Also, draw a sketch of the sign to scale, show the copy that will go on the sign and **FILL OUT A SIGN PERMIT APPLICATION** (attached).

10. Show on-site drainage flow on the site plan. Will drainage patterns on site be changed?
Yes ☐ No X

If yes, will storm water be directed into the public right-of-way? Yes ☐ No ☐

Will washes be improved with culverts, bank protection, crossings or other means?
Yes ☐ No X

If yes to any of these questions, describe and/or show on the site plan.

11. What surface will be used for driveways, parking and loading areas? (i.e., none, crushed aggregate, chipseal, asphalt, other)
None - not adding parking, driveways, etc.

12. Show dimensions of parking and loading areas, width of driveway and exact location of these areas on the site plan. (See site plan requirements checklist.)

13. Will you be performing any off-site construction (e.g., access aprons, driveways, and culverts)?
Yes ☐ No X If yes, show details on the site plan. **Note: The County may require off-site improvements reasonably related to the impacts of the use such as road or drainage improvements.**

SECTION C - Water Conservation and Land Clearing

1. If the developed portion of the site is one acre or larger, specific measures to conserve water on-site must be addressed. Specifically, design features that will be incorporated into the development to reduce water use, provide for detention and conserve and enhance natural recharge areas must be described. The Planning Department has prepared a *Water Wise Development Guide* to assist applicants. This guide is available upon request. If the site one acre or larger, what specific water conservation measures are proposed? Describe here or show on the site plan submitted with this application.

Water use is minimal, used for rinsing finished countertops only.

2. How many acres will be cleared? .25
If more than one acre is to be cleared describe the proposed dust and erosion control measures to be used (Show on site plan if appropriate.)

SECTION D - Hazardous or Polluting Materials

Some businesses involve materials that can contaminate the soil, air, water, waste disposal system or environment in general. Precautions must be taken to protect the environment when such products are distributed to or from the site, stored, manufactured, processed, disposed of, or released as raw materials, products, wastes, emissions, or discharges (When sold or incorporated in a product these materials are required to have Material Safety Data Sheets (MSDS) supplied by the manufacturer.) Examples of such products include but are not limited to paint, solvents, chemicals and chemical wastes, oil, pesticides, herbicides, fertilizers, radioactive materials, biological wastes etc.

Does the proposed use have any activities involving such materials?

Yes ☐ No X If yes, complete the attached *Hazardous or Polluting Materials Use Questionnaire.*

Note: Depending on quantities, this question does not apply to ordinary household or office products or wastes such as cleansers, waxes or office supplies. Answer YES only if the materials are involved in the commercial or special use process or if landscaping or maintenance chemicals (pesticides, fertilizers, paints, etc.) will be present in quantities greater than 50 pounds (solids) or 25 gallons (liquids).

- If you answer NO to this question but in the County's experience, the type of business proposed typically uses such materials, you will be asked to complete the *Hazardous or Polluting Materials Questionnaire* prior to processing this Commercial Use/ Building/ Special Use Permit.

Applications that involve hazardous or polluting materials may take a longer than normal processing time due to the need for additional research. The Arizona Department of Environmental Quality Compliance Assistance Program can address questions about Hazardous Materials (1-800-234-5677, ext. 4333).

SECTION E - Applicant's Statement

I hereby certify that I am the owner or duly authorized owner's agent and all information in this questionnaire, in the Joint Permit Application and on the site plan is accurate. I understand that if any information is false, it may be grounds for revocation of the Commercial Use/ Building/ Special Use Permit.

Applicant's Signature _____

Print Applicant's Name Jonathan Montez

Date signed _____

For Special Use Permit: Workshop

Parcel 106-04-126B

The Northeast quarter and Southeast quarter of Lot 27, COCHISE RANCHOS, according to Book 3 of Maps, page 159, records of Cochise County, Arizona.

Owner: Jonathan M. Montez & Simara C. Montez

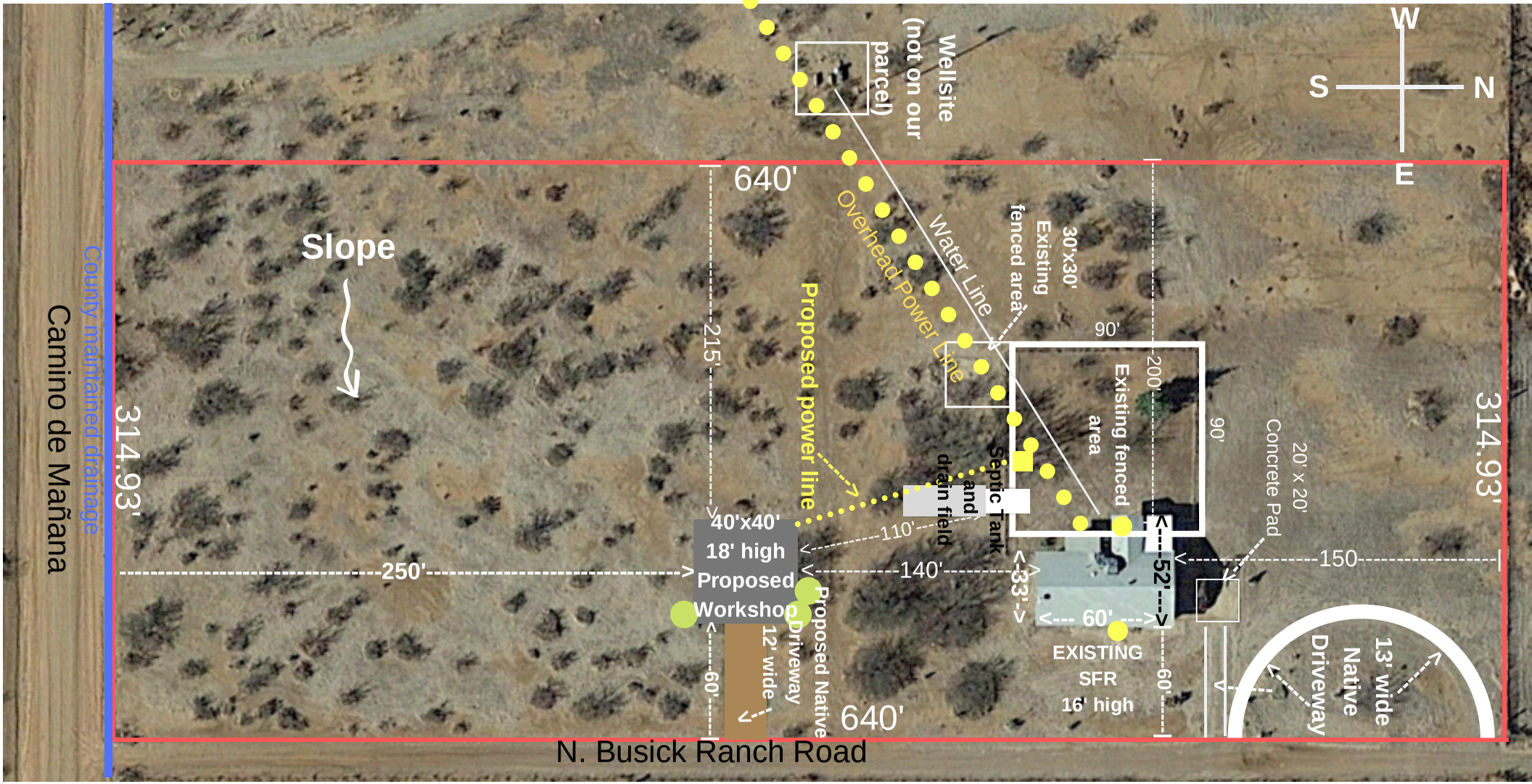
No ADA Parking

No Proposed New Parking Area

No Existing or Proposed Signage

No Proposed Landscaping

- Transformer
- 2 exterior covered lights on existing SFR
- 3 exterior covered motion sensor light units for proposed workshop.



106-04-126 B

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Exclusive

Defiant

180-Degree White Motion Activated Outdoor Flood Light

★★★★ (417) Write a Review Q & Ar (7

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- 180-degree motion detection with up to 70 ft. range

- Compatible with two 120-watt PAR38 light bulbs

$27.97

Quantity - 1 +

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at your convenience **for as low as $35.00**

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Learn about our return policy

Product Overview

The 180° Outdoor Motion Security Light is perfect for driveway and garage areas. Motion security light with basic motion activated technology. The light has easy installation and consumer-friendly adjustable settings for proper light direction and sensor detection areas. This light offers features that promote energy saving usage and durable construction for long lasting operation.

- Compatible with all of the following bulb types: PAR38 dimmable LED (outdoor rated-wet rated), PAR38 incandescent, PAR38 halogen and PAR38 dimmable CFL (outdoor rated-wet rated)
- Wall or eave mountable
- Selectable motion timer of (1, 5, 10 minutes) to optimize energy usage when motion is detected
- Durable metal base construction for long lasting performance
- Adjustable lamp heads and motion sensor for directional aiming capability
- Photo cell ensures night time operation only for efficient energy usage
- Manual override option allows light to operate constantly for selected period of time
- Light shields provide bulb protection for long life bulb
- Uses 2-Watt to 120-Watt PAR 38 bulbs (not included)
- White finish
- 180° motion activated sensor with adjustable 70 ft. range
- Operating temperature range: -25°C (-13°F) to +50°C (+120°F)
- Click here for more information on Electronic Recycling Programs

Info & Guides

- FAQ
- Instructions / Assembly
- Troubleshooting Guide
- Warranty

You will need Adobe® Acrobat®

Reader to view PDF documents.

Download a free copy from the Adobe

Web site.

Accessories (3)

YOUR CURRENT PRODUCT

$27.97

Defiant 180-Degree White Motion Activated...

(415)

NOT YET RATED

Item Selected

$9.97

Philips 90-Watt PAR38 Halogen Indoor/Outdoor...

(167)

NOT YET RATED

Select This Item

$199.00

Ring Spotlight Cam Battery Outdoor Rectangle...

(771)

NOT YET RATED

Select This Item

$9.97

Philips 120-Watt Equivalent Halogen PAR38...

(114)

NOT YET RATED

Select This Item

1 Item(s) Selected Add Items To Cart

Specifications

Dimensions

Product Depth (in.)

8.5

Product Height (in.)

5.12

Product Length (in.)

15.00

Product Width (in.)

9.45

Details

Adjustable Detection Sensitivity

Yes

Adjustable Lamp Head

Yes

Compatible Bulb Type

Halogen

Detection Range (ft.)

70

Dusk to Dawn

No

Exterior Lighting Product Type

Floodlights

Fixture Color/Finish

White

Fixture Material

Metal

Glass/Lens Type

No Glass/Lens

Included

Hardware Included,Motion Sensor,Timer

Light Beam Angle

180

Light Bulb Base Code

E26

Maximum Bulb Wattage

120

Maximum Wattage (watts)

240

Motion Sensing

Yes

Number of Bulbs Required

2

Number of Lights	
2 Lights	
Outdoor Lighting Features	
Adjustable Detection Sensitivity,Adjustable Lamp Head,Motion Sensing,Timer,Weather Resistant	
Power Options	
Hardwired	
Power Type	
Hardwired	
Product Weight (lb.)	
1.47lb	
Recommended Light Bulb Shape Code	
PAR38	
Returnable	
90-Day	
Timer Included	
Yes	
UL Listing	
1-UL Listed	
Voltage	
Line Voltage	

Warranty / Certifications

Certifications and Listings	
1-UL Listed	

Manufacturer Warranty
2 Years

How can we improve our product information? Provide feedback.

Recently Viewed Items

Defiant 180 Degree Black Motion-Sensing

(405)

Defiant 180-Degree White Motion Activated

(415)

Defiant 270-Degree White Motion Outdoor

(63)

The information that was submitted questioning our process appears to refer to the installation process (what takes place in a customer's home, not in a workshop) of a different type of countertop, as opposed to the type of countertop we fabricate.

Our fabrication process starts with the order and the delivery of the sheet goods (standardized sheets of solid surface acrylic, often commonly recognized by the name "Corian"). (Figure 1) We understand that there are concerns regarding the road, so we have already decided to arrange to pick up our freight deliveries, so the sheets of material will be transported via pick up truck.

The countertop is cut into the appropriate shape based on measurements we obtain from the customer's home using a an electric hand held router and a straight edge (Figure 1A and Figure 2).

Larger individual pieces that need to be installed as a whole (for example, a large "L" shape), are adhered together using a seaming adhesive (Figure 3) and a vacuum seam clamp system (Figure 4). The seaming adhesive in it's uncured state is a viscous two part epoxy stored in 250 ml cartridges. It is mixed immediately prior to application, dries within 30-45 minutes and is inert once dried.

Then the drop lip for the countertops' edge profile is fabricated. That includes running the solid surface through a table saw to create the appropriate size strips, and then using the seaming adhesive and clamps to bind them together (Figure 5).

Prior to seaming the solid surface pieces together with the seaming adhesive, the areas to be seamed are cleaned off using compressed air from a compressor and denatured alcohol.

The seam dries within 30-45 minutes and then we use a router to clean up any rough edges or to add any edge details per our customers' specifications. Once the seaming adhesive dries, it is an inert substance.

Then a sander with an attached vacuum (Figure 6 & 6A) is used to smooth the surface of the topside of the countertops. No chemicals or sealants are used in this process. In between using the different grits, the countertop is rinsed with water using a 1/2 GPM spray nozzle (Figure 7), and the water is squeegeed off, onto the floor. The water isn't rinsed or drained off onto soil, it is left to evaporate.

The shop floor is vacuumed or swept, and any material collected in that way will be disposed of via a trash can from Waste Disposal who will collect once a week.

The countertop materials are acrylic. It is inert and not harmful - this material is installed in people's homes, offices and even hospitals. As for any particles created in the fabrication process, it is only harmful if inhaled in excessive, concentrated amounts, which is obviously something we avoid as the fabricator who is working with the material most closely.

As an example of the safety and relative noise of this process, a lot of this aforementioned process takes place in some measure, in our customers' homes. Even the noise created by our tools, a router for instance - we've operated that in a kitchen while the homeowner enjoyed television in the next room.

For fire suppression measures, we have a commercial grade chemical powder fire extinguisher. We've never had a fire or environmental situation occur, and to speak to the safety of these materials, Jon has been fabricating solid surface for fifteen years as an employee and business owner, and has experienced no adverse health effects.

Flooring and cabinetry: We won't be fabricating cabinets or flooring at the shop, those would be items that would be purchased, shipped to the customers' home, and installed there.

In summation:

Materials used:
Denatured alchohol
Hot melt glue
Solid surface acrylic
Seaming adhesive
Water

Tools:
Electric air compressor
Electric hand held routers
Electric hand held random orbital sander
Electric mitre saw
Electric shop vacuum
Electric table saw

Figure 1

Figure 1A

Figure 2

Figure 3

Figure 4

Figure 5

FESTOOL
ROTEX
RO 150
FESTOOL
systainer®
T-Loc
ROTEX
RO 150 FEQ-Plus
No. 575074
FESTOOL
CLEANTEC
CERTIFIED FULL UNIT
HEPA
DUST EXTRACTOR
FESTOOL
CT 36 E

Figure 6

ROTEX
RO 150

Getriebe-Exzenterschleifer
Geared eccentric sander
Ponceuse
Lijadora excéntrica de engranaje
다기능 샌더
齿轮驱动偏心振动磨机

718657

FESTOOL

Figure 6A

FESTOOL
CLEANTEC

CERTIFIED FULL UNIT
HEPA
DUST EXTRACTOR

This extractor has been tested and certified in accordance with IES RP-CC-002 and following guidelines within reference standard IES-RP-CC-0034.1 for HEPA Vacuums to filter and exhaust air particles to 0.3 microns with at least 99.97% efficiency with no bypass leakage (as required by EPA RRP). FESTOOL

703582

Figure 7

SUMMARY OF COCHISE COUNTY DEPARTMENT COMMENTS

Docket: SU-19-06 (Counter Intelligence)

Floodplain:
No NOI or SWPPP is required as the disturbed area affected by construction is much smaller than an acre. MS4 control is not required due to the project's location outside MS4 jurisdiction.

Highway:
No comments.

ROW:
Camino de Manana (MI# 136), 60' dedicated public ROW; no additional ROW necessary.

Engineering:
No off-site improvements required. (Apron at maintained road to non-maintained side road intersection is already improved.)

Environmental Health:
It appears that no waste water will be generated at the new building. If that is the case EH has no concerns. If wastewater is generated, then we would need to determine if the septic system is adequate.

Action 12.

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

Meeting Date:	07/09/2019		
Foreign-Trade Zone (FTZ) Designation for all of Cochise County			
Submitted By:	Dan Coxworth, Community Development		
Department:	Community Development	**Division:**	Development Services
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Mignonne Hollis	**TITLE of PRESENTER:**	Executive Director
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve a letter to the Foreign-Trade Zones Board signed by the Board of Supervisors in support of designating all of Cochise County as a Foreign-Trade Zone.

Background:

Portions of Cochise County are currently designated as FTZ-139. Foreign-Trade Zones are secure areas under U.S. Customs and Border Protection (CBP) supervision that are generally considered outside CBP territory upon activation. Located in or near CBP ports of entry, they are the United States' version of what are known internationally as free-trade zones. Authority for establishing these facilities is granted by the Foreign-Trade Zones Board under the Foreign-Trade Zones Act of 1934. The Foreign-Trade Zones Act is administered through two sets of regulations, the FTZ Regulations and CBP Regulations.

Department's Next Steps (if approved):

Provide a signed letter by the Chair of the Board to start the process of designating all of Cochise County as an FTZ.

Impact of NOT Approving/Alternatives:

FTZ-139 will remain the same size and not include other areas of the County to include BDI.

To BOS Staff: Document Disposition/Follow-Up:

Please have the Chair sign the letter and provide back to Dan Coxworth in Development Services.

Attachments

Letter to FTZ Board

Presentation

Cochise County
Board of Supervisors

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

PEGGY JUDD
Chairman
District 3

ANN ENGLISH
Vice-Chairman
District 2

THOMAS E. BORER
Supervisor
District 1

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

ARLETHE G. RIOS
Clerk of the Board

June 7, 2019

Mignonne Hollis
Arizona Regional Economic Development Foundation
750 E. Bartow Drive, Suite 16
Sierra Vista, AZ 85635

Dear Mignonne Hollis:

Service Area designation of Foreign-Trade Zone (FTZ) #139. We understand that this means the Grantee, Arizona Regional Economic Development Foundation (AREDF), will be able to apply to the Foreign-Trade Zones Board for authority to serve sites located within this designation based on businesses' trade-related needs. We also note that the zone will be made available on a uniform basis to companies within Cochise County in a manner consistent with the legal requirement that each FTZ be operated as a public utility.

Regarding State or local taxes for which collections may be affected by FTZ designation of sites, this letter is not intended to provide a position on State or local tax issues for any site within the jurisdiction. At the time that any specific site is proposed for FTZ designation, parties potentially affected by the site's proposed designation (such as a local school board) will need to provide their own correspondence indicating their views on the impact on tax collections related to the proposed designation.

Respectfully,

_____
Peggy Judd, Chairman

_____
Ann English, Vice-Chairman

_____
Thomas E. Borer, Supervisor

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

AREDF

Arizona Regional Economic Development Foundation

OPEN SPACES FOR BIG IDEAS

FOREIGN-TRADE ZONES

A BASIC OVERVIEW

WHAT IS A FOREIGN-TRADE ZONE?

Foreign-Trade Zones (FTZ) are secure areas under U.S. Customs and Border Protection (CBP) supervision that are generally considered outside CBP territory upon activation. Located in or near CBP ports of entry, they are the United States' version of what are known internationally as free-trade zones.

Authority for establishing these facilities is granted by the Foreign-Trade Zones Board under the Foreign-Trade Zones Act of 1934. The Foreign-Trade Zones Act is administered through two sets of regulations, the FTZ Regulations and CBP Regulations.

- Department of Homeland Security

THE ESTABLISHMENT OF AN FTZ

The Foreign-Trade Zones Board to reviews and approves applications to establish, operate, and maintain foreign-trade zones. The Board may approve any zone or subzone which it deems necessary to serve adequately "the public interest".

The Board also regulates the administration of foreign-trade zones and the rates charged by zone "grantees". CBP must approve activation of the zone before any merchandise is admitted under the Foreign-Trade Zones Act.

- Department of Homeland Security

WHAT HAPPENS IN AN FTZ?

Foreign and domestic merchandise may be moved into zones for operations including:

- Storage
- Exhibition
- Assembly
- Manufacturing
- Processing

Foreign-trade zone sites are subject to the laws and regulations of the United States as well as those of the states and communities in which they are located

- Department of Homeland Security

THE ADVANTAGES OF USING AN FTZ

- CBP duty and federal excise tax, if applicable, are paid when the merchandise is transferred from the zone for consumption.
- While in the zone, merchandise is not subject to U.S. duty or excise tax. Certain tangible personal property is generally exempt from state and local ad valorem taxes.
- Goods may be exported from the zone free of duty and excise tax.
- CBP security requirements provide protection against theft.
- Merchandise may remain in a zone indefinitely, whether or not subject to duty.

- Department of Homeland Security

- The rate of duty and tax on the merchandise admitted to a zone may change as a result of operations conducted within the zone. Therefore, the zone user who plans to enter the merchandise for consumption to CBP territory may normally elect to pay either the duty rate applicable on the foreign material placed in the zone or the duty rate applicable on the finished article transferred from the zone whichever is to his advantage.
- Merchandise imported under bond may be admitted to a FTZ for the purpose of satisfying a legal requirement of exporting the merchandise. For instance, merchandise may be admitted into a zone to satisfy any exportation requirement of the Tariff Act of 1930, or an exportation requirement of any other Federal law (and many state laws) insofar as the agency charged with its enforcement deems it so.

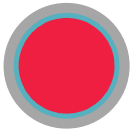
COMPETITIVE MANUFACTURING

1

The duty on a product manufactured abroad and imported into the U.S. is assessed on the finished product rather than on its individual parts, materials, or components. The U.S. based manufacturer finds itself at a disadvantage compared with its foreign competitor when it must pay a higher rate on parts, materials, or components imported for use in a manufacturing process.

2

The FTZ program encourages U.S.-based operations by removing certain disincentives associated with manufacturing in the United States because the FTZ program corrects this imbalance by treating products made in the zone, for the purpose of tariff assessment, as if it were manufactured abroad.



3

The United States benefits from the FTZ program because the zone manufacturer uses U.S. labor, services, and inputs instead of outsourcing. The FTZ Program encourages both job retention and development.

- Department of Homeland Security

COMPANY USE OF THE ZONE

1. Before a company can conduct FTZ activity at a site authorized by the FTZ Board, the company must obtain CBP approval for **“activation”** of the space to be used.

2. Companies operating in FTZs must meet CBP requirements for security and inventory control.

3. The company is responsible for all of the fees associated with activating & running the site.

4. All FTZ activity is under CBP supervision.

ZONE USE FEES

ARIZONA PRODUCTS BY VALUE

STATE SUMMARY

Merchandise Received
$25,000-$50,000 MIL

Exports
$10,000-$25,000 MIL

Total Shipments
$25,000-$50,000 MIL

Employees
16,001-17,000

- Foreign-Trade Zone Board – 2015

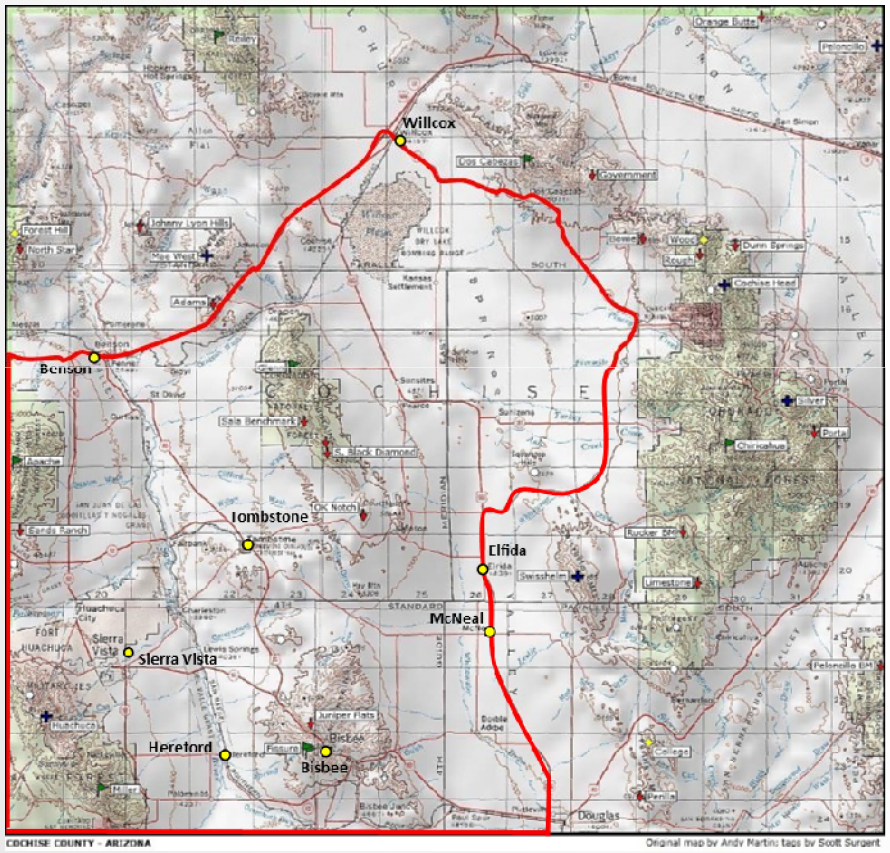
TARGETED OPERATIONS

- Foreign Trade-Zone 139 will require a considerable amount of time, connection-building, and monetary support before it is operational.
- This will need to be accomplished by reaching out to organizations within the city, county & state that have the expertise and resources applicable to move the zone forward.
- The placement of companies the are cohesive with the culture, resources & strengths within Cochise County is pivotal to its success.
- For this reason, research will need to be done and a targeted marketing / action plan will need to be developed prior to soliciting companies for activation within the zone.

MAIN BENEFITS FOR ZONE USERS

- **DUTY DEFERRAL:** Customs duties & federal excise tax deferred on imports. Increased cash flow from keeping the goods out of US Customs territory. Duties are paid on merchandise when it is entered into US Customs Territory. By deferring this payment, the business has the use of its money for the interim period thereby keeping these funds available for its operations.
- **DUTY ELIMINATION:** No duties on or quota charges on re-exports. Cargo may be exported, transferred from zone to zone, stored indefinitely or destroyed without the payment of any duties.
- **DUTY REDUCTION:** Inverted tariff relief – company can elect to pay duty on the component parts or the finished product, whichever rate is lower.
- Arizona is the only state in the nation that links a property tax reclassification to the activation of a FTZ.
- Criteria for a property tax reduction number: number of new jobs, wage levels, capital investment & overall economic impact.
- The United States benefits from the FTZ program because it encourages both job retention and development by removing deterrents that would otherwise cause companies to outsource certain functions.

FTZ-139 COUNTY SERVICE ARE



Action 13.

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

Meeting Date: 07/09/2019

Approve Sierra Vista Court Consolidation Draft Agreement

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:		**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	Ed Gilligan	**TITLE of PRESENTER:**	County Administrator
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the draft Court Consolidation Agreement between Cochise County and the City of Sierra Vista, effective July 1, 2019 through June 30, 2020.

Background:

Cochise County entered into a court consolidation agreement with the City of Sierra Vista in 1990 and the agreement has been amended each year since.

The agreement has been approved by the City of Sierra Vista.

Department's Next Steps (if approved):

Staff will notify the City of Sierra Vista that the agreement has been approved by the Board.

Impact of NOT Approving/Alternatives:

The court consolidation agreement with the City of Sierra Vista will expire and the City would have to take over providing City Court services.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed original to the City of Sierra Vista and a copy to Court Administration.

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

Draft Agreement

COURT CONSOLIDATION AGREEMENT
BY AND BETWEEN
THE CITY OF SIERRA VISTA, ARIZONA
AND COCHISE COUNTY, ARIZONA

THIS IS AN AGREEMENT, made and entered into by and between the County of Cochise, a body politic, [hereinafter **"COUNTY"**] and the City of Sierra Vista, a municipal corporation [hereinafter **"CITY"**] and is approved by the County Board of Supervisors, the City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for the Precinct of which the **CITY** is part, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, the **COUNTY** and the **CITY** have determined that it is mutually beneficial to consolidate the City Municipal Court with the Justice Court for the applicable Precinct, which hereinafter will be referred to as the "Consolidated Court"; and

WHEREAS, such court consolidation provides a coordinated judicial system to provide cost effective services at a centralized location to the residents of the CITY and the surrounding community within the Precinct; and

WHEREAS, the **COUNTY** and the **CITY** are authorized and empowered to enter into an Intergovernmental Agreement for this purpose pursuant to A.R.S. §§ 11-951 *et seq*., 11-952, 22-101 *et seq*., and 22-402,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to amend the current Court Consolidation Agreement to further define the duties of the Parties related to operation of the Consolidated Court.

II. NAME, LOCATION, AND DESIGNATION

The consolidation of the courts will hereinafter be known and referred to as the "CONSOLIDATED COURT" and is located at the Sierra Vista Justice Court, Precinct #5, 100 Colonia de Salud, Sierra Vista, AZ 85635, or other suitable location within the community.

The Sierra Vista Justice Court, Precinct #5, shall be designated and operated as the municipal court of the City of Sierra Vista pursuant to A.R.S. § 22-402, specifically including subsection C (1) of A.R.S. 22-402, and shall have the responsibilities and authorities provided by A.R.S. § Title 22, Chapter 4.

III. DUTIES OF THE COUNTY

A. The COUNTY will operate the Consolidated Court and will also be responsible for the performance of the following related functions:

1. All prosecution and defense of criminal cases which arise under the Arizona Revised Statutes, where the offense is committed on or after the effective date of this Agreement, and during the existence of this Agreement.

2. Transportation and incarceration of defendants appearing before the Consolidated Court, except that the CITY's police department shall be responsible for initial transportation to a County jail facility upon arrest by the police department. Charges to the City for incarceration of defendants pursuant to A.R.S. § 31-121(D) shall be accounted and billed separate from this Agreement.

3. Service of process as required by law for parties appearing before the Consolidated Court as a result of citations or long form complaints.

4. Service of process as required by law for parties appearing before the Consolidated Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.

5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Consolidated Court.

B. The COUNTY shall have jurisdiction over any pending City Municipal Court cases and Magistrate files and all new case filings. The COUNTY shall staff this Consolidated Court as it deems appropriate and shall have exclusive authority and control over the hiring, firing and supervision of all judicial staff; provided, however, that the Presiding Judge of the Cochise County Superior Court shall appoint the City Magistrate Pro Tem, who shall be an attorney in good standing and licensed to practice law in the State of Arizona.

C. The Consolidated Court shall be responsible for the collection of fees, fines, surcharges, City Code administrative fees, and disbursements to the State of Arizona, the **COUNTY** and/or the **CITY**, as may be required by law, the State of Arizona and the Arizona Supreme Court.

D. The COUNTY shall be responsible for the administration and management of all compensation, payroll and employee benefits of the City Magistrate and City Magistrate Pro Tem.

IV. DUTIES OF CITY

A. The CITY shall cause all cases which would otherwise be processed in the City Magistrate Court to be referred to and filed with the Consolidated Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the Consolidated Court, the CITY shall be responsible for performance of the following related functions.

1. Initial transportation for incarceration of defendants appearing before the Consolidated Court as a result of citations or complaints issued by the City Police Department or an arrest made by the City Police Department.

2. Issuing, filing, and prosecuting all City Code violations for persons appearing before the Consolidated Court. Prosecution of City Code violations will be done by the City Attorney's Office.

C. The CITY understands and agrees that, in consideration of the COUNTY's operation of the consolidated court, the COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the

boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct or the City Magistrate Court, including those cases arising within the corporate limits of the **CITY**.

D. The CITY agrees to pay the COUNTY $100,000 for municipal court services for FY2019-20, and $61,000 for the Pro Tem, with no obligation on the part of the COUNTY to contribute any amounts towards paying for a pro tem. Said payment shall be payable quarterly, in advance, or payment may be made in one lump sum at the beginning of the fiscal year.

A new calculation of appropriate reimbursement from the CITY to the COUNTY shall be completed by April 1, 2020. Said calculation shall be subject to approval of both the City Council and the County Board of Supervisors.

E. The CITY shall have the sole authority to appoint the City Magistrate pursuant to A.R.S. §§ 22-402 and 22-403, *et seq*.

F. The CITY shall have sole authority to renew such appointment or make a new appointment as may be required by the election of a new Justice of the Peace, applicable City Code or Charter, or the resignation of the Justice of the Peace followed by appointment of another individual.

G. Notwithstanding any other provision of this Agreement, it is acknowledged and agreed that the County's obligations and responsibilities under this Agreement are conditioned upon the CITY's appointment of the Justice of the Peace, Precinct #5, as City Magistrate.

V. INDEMNIFICATION AND INSURANCE

A. COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that the COUNTY may elect to self-insure against any or all of the risks enumerated in this section. The COUNTY shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

B. The CITY agrees to hold harmless the COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable

attorney's fees, defense costs and expense arising from the CITY'S performance pursuant to this agreement. It is understood and agreed that the CITY may elect to self-insure against any or all of the risks enumerated in this section. The CITY shall provide the COUNTY with current insurance certificates or evidence of coverage as appropriate.

VI. TERM AND TERMINATION

A. The term of this Agreement shall begin on July 1, 2019 and shall continue through June 30, 2020.

B. Either party may terminate this Agreement upon written notice to the other party no less than 120 days prior to the end of a fiscal year.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by the CITY pursuant to this agreement shall be and remain the property of the CITY. Any property acquired through the use of Justice Court Enhancement Funds (JCEF) will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the COUNTY for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the CITY upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the COUNTY, which is used to provide services pursuant to this Agreement, shall be and remains property of the COUNTY.

VII. WAIVER

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

VIII. ENTIRE AGREEMENT

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

IX. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XI. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

APPROVED:

COUNTY OF COCHISE:

_____

Peggy Judd, Chair Date
Board of Supervisors

ATTEST:

_____

Arlethe G. Rios, Clerk Date
Board of Supervisors

APPROVED:

SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

_____

Hon. James Conlogue Date
Presiding Judge

COCHISE COUNTY ATTORNEY

_____

Brian McIntyre Date
Cochise County Attorney

APPROVED:

CITY OF SIERRA VISTA:

_____

Frederick W. Mueller, Mayor Date
City of Sierra Vista

ATTEST:

_____

Jill Adams, City Clerk Date
City of Sierra Vista

APPROVED:

JUSTICE COURT, PRECINCT #5
CITY MAGISTRATE

_____

Hon. Patrick Call Date
JP/City Magistrate

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Court Consolidation Agreement between the City of Sierra Vista and Cochise County

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Sierra Vista, Cochise County, Arizona.

APPROVED this _____ day of _____, 2019.

_____
Nathan Williams
City Attorney

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the County of Cochise.

APPROVED this _____ day of _____, 2019.

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

Action 14.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	07/09/2019		
LEASE AGREEMENT: COUNTY OF COCHISE AND MASTER AIRCRAFT SERVICES, INC.			
Submitted By:	Dan Coxworth, Community Development		
Department:	Community Development	**Division:**	Development Services
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Daniel Coxworth	**TITLE of PRESENTER:**	Director
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve a lease agreement between Cochise County and Master Aircraft Services, Inc.; Master Aircraft will lease hangar one on the Bisbee-Douglas International Airport for $19,000 a year and have an option of leasing hangar two in the same group of three hangars for the same terms as hanger one, effective at midnight on August 9, 2019 and ending at midnight on August 9, 2039.

Background:

The leased hangars shall be used to provide painting services on operational aircraft. Substantial work to improve the hangers for occupancy is required. Master Aircraft agrees to advance such costs prior to entrance and to take said costs off of future rent payments, on a dollar-for-dollar basis.

Master Aircraft Inc. is an aircraft painting company and is currently located at the Wickenburg, AZ Airport. Master Aircraft needs to relocate the business from Wickenburg and the small hangers at BDI adequately serve the business needs. Approximately 10 employees are employed by Master Aircraft. The Federal Aviation Administration (FAA) has reviewed the lease and have no concerns or comments.

Department's Next Steps (if approved):

Coordinate efforts with Master Aircraft to make improvements to the hangers to allow for occupancy.

Impact of NOT Approving/Alternatives:

The old dilapidated hangers at BDI will continue to decline without a tenant willing to improve the structures.

To BOS Staff: Document Disposition/Follow-Up:

Sign and provide recorded copies of the lease to Development Services and Master Aircraft, Inc.

Attachments

Lease Agreement

Exhibit A: Map of Leased Premises

LEASE AGREEMENT

This lease agreement is by and between the County of Cochise, hereinafter referred to as "LESSOR", and Master Aircraft Services, Inc, an Arizona Subchapter S corporation, hereinafter referred to as "LESSEE."

WHEREAS, the Parties hereto are aware of and agree that no current lease exists between LESSOR, and LESSEE.

WHEREAS, LESSEE wishes to lease the Southwest metal WW II hangar on the Bisbee-Douglas International Airport known as HANGAR I, and to have an option on leasing the Northwest hangar in the same group of three hangars, described as Hangar II, and LESSEE wishes to lease said hangar, and provide an option on the second hangar.

ARTICLE I.
LEASE

LESSOR hereby grants to LESSEE a lease to provide aircraft painting services to aircraft in a tie-down aircraft hangar, which is located at the Bisbee-Douglas International Airport (hereinafter "Airport") and more specifically identified as follows:

HANGAR I with an option to rent HANGAR II (said option being described in Article XI of this Lease).

A map of HANGAR I AND HANGAR II is attached hereto as Exhibit A.

A. The leased hangar shall be used to provide painting and minor repair services on aircraft by LESSEE. Where required by the Federal Aviation Administration ("FAA"), aircraft shall be registered with that agency.

B. LESSEE may store or use flammable, environmentally harmful or damaging, combustible chemicals or materials at or in the leased hangar area, but only those necessary to provide painting and minor repair services by LESSEE. LESSEE shall not create

a danger, risk, or nuisance or perform any other act or thing which interferes with the quiet enjoyment of the Airport by LESSOR, any other lessee, tenant, or member of the public beyond that which would normally be expected from aircraft painting and minor repair services.

C. Except where modified or amended by terms of this Lease Agreement, provisions of Arizona Revised Statutes, Title 33, Chapter 3, Landlord and Tenant, shall apply. Where terms of this Lease Agreement and the Arizona Revised Statutes conflict, terms of this Lease Agreement shall control, unless expressly prohibited by law.

D. LESSEE is not authorized to use the leased hangars as a residence, nor, for any other purpose other than as specified in paragraph A, above. Use of the premises for any other purpose other than as specified in paragraph A, above, will be considered a breach of the Lease Agreement. However, LESSEE may, at its option, install a modular office building outside the hangars that, from time to time, may be used for overnight use.

E. LESSEE may use the area on Exhibit A that is outside the hangars for parking vehicles.

ARTICLE II.
TERM AND IMPROVEMENTS

The term of this Agreement shall be for twenty (20) years, commencing at midnight on August 9, 2019, and ending at midnight on August 9, 2039. At any time after the two-year anniversary of this Agreement, the Lessee may cancel this Agreement upon giving Lessor at least ninety days written notice of its intent to cancel. Lessee acknowledges and agrees that upon termination, whether early pursuant to the preceding provision or upon the conclusion of the full twenty (20) year term, the Lessee will receive no credit for any such improvements, nor will Lessor be under any obligation to reimburse or otherwise compensate Lessee for any such improvements, and all such improvements shall become the property of Lessor.

The properties subject to this LEASE are parcels of real property, both improved and unimproved, owned by LESSOR, and the above described hangar #1, and any adjoining and contiguous land suitable for LESSEE'S use, consistent with existing LESSOR'S rules and regulations, and FEDERAL AVIATION ADMINISTRATION'S current or future imposed rules and regulations. LESSEE agrees that operation will not impede the movement of aircraft or vehicles in the areas adjacent to Hangars I and II.

ARTICLE III.
LEASE PAYMENTS

LESSEE shall pay over to LESSOR, fifteen (15) days after the end of each calendar quarter, the amount of: $4,750.00 USD. LESSOR and LESSEE further agree that the LEASE PAYMENT shall be adjusted annually, based on the COST OF LIVING INDEX PERCENTAGE, as set forth in the COLA at each anniversary date, according to the index for the end of the prior year.

ARTICLE IV.
STATE OF REPAIRS

LESSEE shall maintain the real property and improvements thereon in good repair and free of trash, weeds and other miscellaneous items of every kind and nature which are not being utilized in any actual operation on the leased premises. LESSEE shall use their best efforts to assure, at all times, that removed paint and stripper material, including that presently accumulated on the premises, does not exceed a volume in excess to eight (8) fifty-five (55) gallon metal and or plastic drums. If LESSEE violates this provision, it shall be given written notice of same by LESSOR and shall be provided forty-five (45) days to cure. If the hazardous wastes are not brought below the established limit within 45 days, LESSOR, at its option, may remove said wastes and bill LESSEE for any costs incurred for said removal and clean-up.

ARTICLE V.
INDEMNIFICATION, LIABILITY AND INSURANCE

To the fullest extent permitted by law, LESSEE (as “Indemnitor”) hereby agrees to defend, indemnify, and hold harmless LESSOR, and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of LESSEE or any of its owners, officers, directors, agents, employees or subcontractors, regardless of whether or not such Claims are caused in part by a party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such LESSEE to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that

LESSEE will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. LESSEE shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of LESSEE or anyone directly or indirectly employed by LESSEE or anyone for whose acts LESSEE may be liable. The LESSEE agrees to waive all rights of subrogation against the County, its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from this Lease Agreement. This indemnification shall survive the termination of this Lease Agreement.

Any insurance, its limits, amount and type required herein to be maintained by the LESSEE shall in no way be construed as limiting the scope of this Indemnity.

LESSOR shall not be responsible for, and assumes no liability arising from vandalism, fire, smoke, theft, damage or loss to LESSEE's property, including without limitation, the aircraft or any other items unless such vandalism, fire, smoke, theft, damage or loss is solely the fault of LESSOR. LESSEE hereby releases and discharges LESSOR from all claims, damages, losses, liabilities and demands by LESSEE for loss of or damage to LESSEE's person, employees, property, income or profit.

LESSEE shall procure and maintain during the term(s) of this Lease Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the terms of this Lease Agreement.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect the LESSOR from liabilities that might arise out of this Lease Agreement or any work performed by any subcontractors or employees per the terms of this Lease Agreement. LESSOR is free to purchase such additional insurance as may be determined necessary.

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability-Aviation – Occurrence Form

Policy shall include bodily injury, property damage, products and completed operations, Hangarkeepers' liability, and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Fire Damage	$100,000
Each Occurrence	$1,000,000
Hangarkeepers' Liability-Each Loss Limit	$4,000,000
Hangarkeepers' Liability-Each Aircraft Limit	$2,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the LESSEE".**

b. Additional Insured Endorsement shall include Contractor's ongoing and completed operations.

c. Policy shall contain a **waiver of subrogation** endorsement, as required by this written contract, in favor of Cochise County, and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the **LESSEE**.

d. **LESSEE's subcontractors** shall be subject to the same minimum requirements identified above. LESSEE shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

2. Property Insurance: LESSEE shall maintain Fire Legal Liability on all real property being leased, including improvements and betterments owned by LESSOR.

Coverage on LESSEE's Contents	100% Replacement Cost
Coverage on HANGAR(s)	100% Replacement Cost

a. Property insurance shall be written on Causes of Loss Special Form (formerly "all risk") replacement cost coverage and shall name the LESSOR

b. Policy shall be endorsed, as required by this written agreement, to include the LESSOR as a loss payee with respects to losses arising out of the use and/or occupancy of the property subject to this Lease.

c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the LESSOR for losses arising from this Lease.

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a **waiver of subrogation** endorsement, as required by this written contract, in favor of the County of Cochise, and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the LESSEE.

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

c. **LESSEE's subcontractors** shall be subject to the same minimum requirements identified in this section. LESSEE shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

4. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement,(and which does not apply to personal vehiciles of employees that are used only to drive to and from work.

Combined Single Limit (CSL) $1,000,000

a. Policy shall not contain any restrictions of coverage with regard to operations on or near airport premises.

b. The policy shall contain, or be endorsed to contain, **The County of Cochise as an additional insured/named insured with respect to liability arising out of the activities performed by, or on behalf of the LESSEE, including automobiles owned, leased, hired or borrowed by the LESSEE.**

c. **LESSEE's subcontractors** shall be subject to the same minimum requirements identified in this section. LESSEE shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The LESSEE's insurance coverage shall be primary insurance and that any insurance carried by the LESSOR shall be excess and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Agreement, LESSEE shall provide to the LESSOR, within two (2) business days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage or endorsed to lower limits. Such notice shall be mailed, e-mailed, hand-delivered or sent by facsimile transmission to Facilities Director, Cochise County, Melody Lane, Building C, Bisbee, AZ 85603.

D. **ACCEPTABILITY OF INSURERS** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- VIII. The LESSOR in no way warrants that the above-required minimum insurer rating is sufficient to protect the LESSEE from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** LESSEE shall furnish the LESSOR with certificates of insurance (ACORD form or equivalent approved by the LESSOR) as required

by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and endorsements are to be received and approved by the LESSOR before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall have **'Cochise County, its departments, agencies, officers, officials, agents, employees and volunteers' and main County address as 'Certificate Holder'** and be sent directly to **(County Department Representative's Name and Address)**. The County project/agreement number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time**.**

F. SUBCONTRACTORS: LESSEE's certificate(s) shall include all subcontractors as insureds under its policies or LESSEE shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The LESSOR reserves the right to require, at any time throughout the life of this contract, proof from the LESSEE that its subcontractors have the required coverage.

G. APPROVAL AND MODIFICATIONS: The parties to this Lease understand and acknowledge that economic conditions, inflation, business expansion can change greatly over the course of the twenty-year term of this Lease and, thus, the appropriate amounts of insurance may likewise change. If a change is appropriate, the parties agree to negotiate changes in amounts in good faith.

ARTICLE VI.
OBEDIENCE TO LAWS

LESSEE shall observe and obey all laws, ordinances, rules and regulations promulgated and enforced by LESSOR and by any other proper authority having jurisdiction or control over the conduct or operation or over improvements or structures upon the Bisbee-Douglas International Airport.

Additionally, this LEASE SHALL BE SUBJECT TO ALL Federal laws, rules or regulations governing the use of said airport and shall be subordinate to any conditions imposed by

the Federal government necessary for LESSOR to procure Federal aid in the development of said airport.

ARTICLE VII.
ASSIGNMENTS

The Lease is personal to LESSEE and shall not be assigned, sublet or otherwise transferred in whole or in part to any other person or entity without LESSOR's consent, which shall not be unreasonably withheld.

ARTICLE VIII.
MATERIAL BREACH OR DEFAULT OF LEASE AGREEMENT

The occurrence of any of the following, which shall include but not be limited to, constitute a material breach or default of this Lease Agreement by LESSEE:

A. Failure to pay rent under this Lease Agreement when due.

B. Except as otherwise specifically provided in this Lease Agreement, failure to perform any other provision of this Lease Agreement, if the failure to perform is not cured, at the sole discretion of LESSOR, within ten (10) days after notice of the failure has been given to LESSEE. If the breach or default cannot be reasonably cured within ten (l0) days, LESSEE shall not be in breach or default of this Lease Agreement if LESSEE commences to cure the breach or default within the ten (10) day period and diligently and in good faith continues to cure the default.

C. Performing any work, services, operations or functions not the subject of or intent of this Lease Agreement or within the scope of this Lease Agreement.

D. Failure to operate, perform work or services or maintain the hanger(s) or hanger area in a safe and environmentally sound manner.

LESSOR, at any time after LESSEE commits a material breach or default of this Lease Agreement, may elect to cure the breach or treat LESSEE as being in default, in either instance at LESSEE's cost. Upon failure of LESSEE to pay rent when due, LESSOR may impose late fees pursuant to the then-current Schedule of Fees, or may immediately or at any time thereafter until all rent and late fees are paid, treat the LESSEE as being in default and terminate the Lease pursuant to provisions of Paragraph 15 and A.R.S. § 33-301, *et seq*. If LESSOR, at any time, by reason of LESSEE's breach or default, pays any sum

or does any act that requires the payment of any sum, the sum paid by LESSOR shall be due immediately from LESSEE to LESSOR at the time the sum is paid, and if paid at a later date shall be subject to late fees and penalty charges as shown in the then-current Schedule of Fees. The sum, together with the late fees or penalty charges, shall be an additional fee owed to the LESSOR pursuant to this Lease Agreement.

ARTICLE IX.
RIGHT TO ENTRY

LESSOR reserves the right to enter upon the premises at any reasonable time for the purpose of inspecting the same to determine that LESSEE is complying with all the terms, covenants and conditions contained herein. Prior to inspection, LESSOR shall provide forty-eight (48) hours advance notice to LESSEE.

ARTICLE X.
IMPROVEMENTS

LESSOR and LESSEE both desire to improve the HANGAR into a usable rentable facility. Both LESSOR and LESSEE will find mutually agreeable and approved contractors to do improvements (the approval of which contractors and repairs shall not be unreasonably withheld by either party) on the HANGAR to a point where it is usable and safe for use by LESSEE. LESSOR agrees to advance such costs prior to entrance, and to take said costs off of future rent payments, on a dollar-for-dollar basis. LESSOR further agrees to allow additional improvements to be done by LESSEE, as needed, such as insulation, painting, plumbing, etc., including reasonable labor charges, and likewise take said costs off of future rent payments. Before costs will be deducted from rent payments, LESSEE must provide LESSOR with itemized invoices and receipts of any improvements. LESSEE is to be responsible for any specific improvements germane to painting and specifically aircraft painting to be solely borne by LESSEE, with no offsets against future rent, such as overspray fans, water treatment equipment, air compressors, partitions, curtains etc.

LESSEE shall not make or cause to be made any alterations or improvements to the airport area or leased hanger area, including modifications or alterations of the leased hanger area or the hangar's electrical installations or equipment, without ***first*** securing the written consent of LESSOR. LESSOR may impose restrictions upon any proposed alterations or improvements. All such alterations or improvements shall comply with Airport Policy and all applicable building, zoning and fire codes. Upon the termination of this Lease Agreement, the alterations or improvements shall become the property of LESSOR and shall remain on the premises.

ARTICLE XI.
OPTION AND USE OF HANGAR 2

LESSEE may or may not need to use HANGAR II. For a period beginning on August 9, 2019, through August 9, 2022, LESSEE shall be allowed to use HANGAR II on a temporary basis, provided such use does not exceed 6 days per month and that proper fire suppression equipment is available any time any aircraft are present. Any days over the permitted 6 days per month, will be payable at a rate of one-ninetieth ($1/90^{th}$) of the current quarterly rent for HANGAR I, for each day of use over 6 days. LESSEE must advise LESSOR when it uses HANGAR II, by providing a start date and end date by the end of each month in which HANGAR II is used. Payment for the use of HANGAR II shall be paid within 30 days of the start date and payments are due and owing each month that HANGAR II is in use.

In addition, LESSOR hereby offers LESSEE an option to lease HANGAR TWO using exactly the same lease terms as for HANGAR I, as set forth in this Lease, with the period to exercise such option being for a period from the full execution of this Lease by both parties through August 9, 2022. If the Option is not exercised by such date, said Option shall expire, and any use of Hangar II, or any long-term lease, is dependent upon LESSOR and LESSEE arriving at mutually agreeable terms.

ARTICLE XII.
LEASE RENEWAL

It is expressly agreed between the Parties that if the lease is renewed, it shall be renewed for one whole and consecutive 10-year period, with fixing of the rent of the renewed Lease according to an amount negotiated by the parties in good faith.

ARTICLE XIII.
NOTICES

Any written notice required to be given to LESSOR may be delivered in person or mailed to the director in charge of The Development Services Department-Cochise County, 1415 Melody Lane, Building E; Bisbee, AZ 85603,

and

any such notice required to be given to LESSEE may be delivered in person or mailed to Master Aircraft Services, Inc, One North Air Terminal Drive, Douglas, AZ 85607.

ARTICLE XIV.
TAXES AND ASSESSMENTS

LESSEE shall pay any and all taxes or special assessments which may be levied or assessed against (1) the leased premises, and (2) LESSEE's interest in the leased premises.

ARTICLE XV.
DUPLICATE DOCUMENTS

This Agreement consists of two (2) duplicate originals and shall become operative upon the affixing of the last signature provided for hereafter, or September 13 , 2019, whichever event first occurs.

ARTICLE XVI.
ENTIRE AGREEMENT

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

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

LESSEE:

MASTER AIRCRAFT SERVICES, INC.

_____ _____
Alejandro Garcia, President Date

_____ _____
Jose Garcia, Vice President Date

_____ _____
Gustav A. Haussler III, Treasurer Date

APPROVED AS TO FORM:

_____ _____
Mushkatel, Robbins & Becker, PLLC Date
Counsel to Master Aircraft Services

LESSOR:

_____ _____
Peggy Judd, Chairperson Date
Cochise County Board of Supervisors

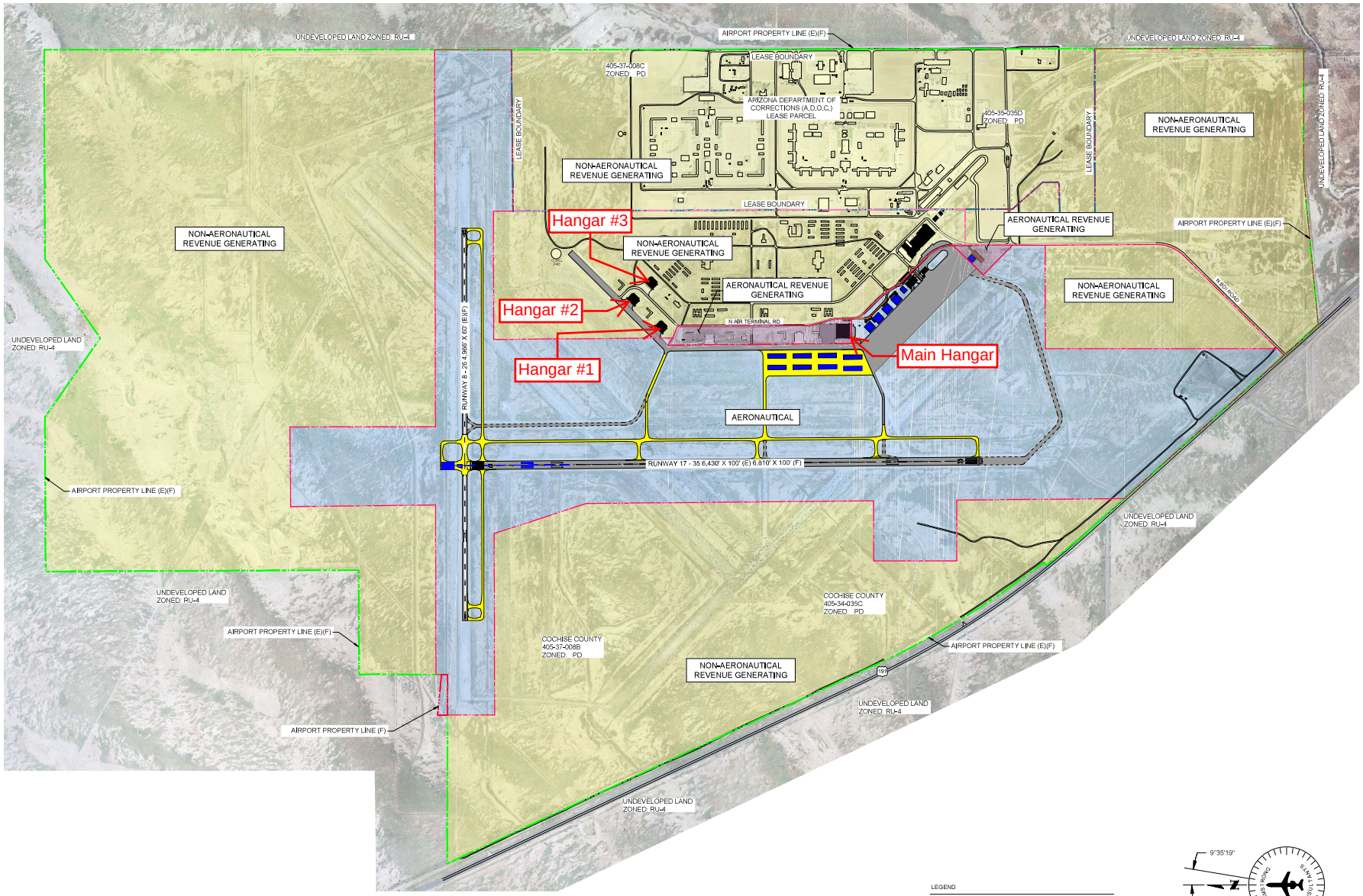
ATTEST:

_____ _____
Arlethe Rios, Clerk of the Board Date

APPROVED AS TO FORM:

_____ _____
Britt Hanson, Chief Civil Deputy Date
Cochise County Attorney

EXHIBIT “A”



ARMSTRONG
PLANNING ENGINEERING CONSTRUCTION

COLORADO: 970.242.0101 ARIZONA: 602.603.3079 NEW MEXICO: 505.598.2192
www.armstrongconsultants.com

BISBEE DOUGLAS INTERNATIONAL AIRPORT
DOUGLAS, ARIZONA

A.I.P. No. 3-04-0013-008-2013
AIRPORT LAYOUT PLAN

No.	Project No.	Date	Revision / Description	File	Dwn.	Chkd.	Approved
3							
2							
1							
0	13517.0	10/2014	ORIGINAL ISSUE	6170506	LDS	CM	JZP

ON-AIRPORT LAND USE DRAWING

Sheet: 11 of: 14

Exhibit A: Leased Premises

Action 15.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	07/09/2019		
Bisbee-Douglas Airport Lighting Project Notice of Award			
Submitted By:	Dan Coxworth, Community Development		
Department:	Community Development	**Division:**	Development Services
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Brandon Morrison	**TITLE of PRESENTER:**	Contracts Administrator
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Notice of Award in the amount of $435,937 to Rural Electric, 9502 E. Main Street, Mesa, Arizona 85207 to reconstruct the runway lighting at Bisbee-Douglas International Airport.

Background:

BDI is an FAA entitlement airport and receives funds each year for projects to improve operations at the airport. These funds are being used to reconstruct the runway lighting and related electrical system at BDI.

Department's Next Steps (if approved):

Provide the Notice of Award letter to the contractor so they may begin with the project.

Impact of NOT Approving/Alternatives:

The FAA funds allocated for this project will not be used and the lighting and electrical system will not get upgraded.

To BOS Staff: Document Disposition/Follow-Up:

Please have the Chair sign the letter and return to Dan Coxworth, Development Services.

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

Notice of Award

ATTACHMENT "O"

NOTICE OF AWARD

FOR

AIP PROJECT NO. 3-04-0013-013-2019

BISBEE DOUGLAS INTERNATIONAL AIRPORT

TO: Rural Electric,Inc.
9502 E. Main Street
Mesa, AZ 85207

The OWNER has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of Four hundred thirty five thousand nine hundred thirty seven Dollars ($ 435,937.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance, Payment and Maintenance Bonds and Proofs of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Proofs of Insurance within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____day of _____, 2019.

COCHISE COUNTY
(Owner)

By _____, Chairman, Board of Supervisors
Address: 1415 West Melody Lane
Willcox, Arizona 85603
Telephone: (520) 431-9742

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Rural Electric, Inc., Contractor

By: _____ Date: _____

Title: _____ Telephone: _____

Action 16.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 07/09/2019

Approve 20-09-ENG-01 Contract for Robbs Road Improvement

Submitted By: Brandon Morrison, Procurement

Department: Procurement

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Jackie Watkins	**TITLE of PRESENTER:**	Director, Engineering & Natural Resources
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve one-time contract with KE&G Construction, Inc. for Robbs Road Improvements in an amount not to exceed $1,488,798.65.

Background:

Jackie Watkins approached the Procurement Department for advertising for Invitation for Bids (IFB) 20-09-ENG-01 Robbs Road Improvements. The proposed work for this project is to improve Robbs Road, a rural minor, from Kansas Settlement Road east to Wayward Winds Road for a total distance of 3 miles. The intersection of Robbs Road and Kansas Settlement Road is approximately 12 miles south of the City of Willcox, AZ. Robbs Road is a 20 foot dirt road. The work will consist of constructing a 28 foot double bituminous surface treated (DBST) road surface, the installation of drainage improvements, the installation of driveways, all associated surveying and grading, traffic control, signing and striping, and other associated work as specified on the plans.

Department's Next Steps (if approved):

Provide Offer Acceptance Award Letter to KE&G Construction, Inc. to start work immediately.

Impact of NOT Approving/Alternatives:

Robbs Road improvements will not be completed.

To BOS Staff: Document Disposition/Follow-Up:

Please provide 1 signed copy of the Offer Acceptance Award Letter to Procurement for routing and filing.

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: 2020

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

Ongoing Costs? ($$$): N/A

County Match Required? ($$$): N/A

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

Source of Funding?: Unknown

Fiscal Impact & Funding Sources (if known):

Unknown

Attachments

Offer Acceptance Award Letter (Draft)
IFB 20-09-ENG-01 IFB
20-09-ENG-01 Appendix A - Vendor Submission Cover Letter
20-09-ENG-01 Attachment 1 - Terms and Conditions
20-09-ENG-01 Attachment 2 - Special Provisions Revision 1
20-09-ENG-01 Attachment 3 - Project Plans Revision 1
20-09-ENG-01 Attachment 4 - Cross Sections Reivison 1
20-09-ENG-01 Clarifications 6-27-2019
20-09-ENG-01 Cost Price Analysis

COCHISE COUNTY
PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

20-09-ENG-01

Offer Acceptance Award Letter

THIS CONTRACT is made and entered into this 9th day of July, 2019 by and between COCHISE COUNTY ("COUNTY"), and KE&G Construction, Inc. ("CONTRACTOR).

In accordance with IFB 20-09-ENG-01, the County hereby awards a single CONTRACT to the CONTRACTOR in order to fulfill the requirements, as identified throughout the subject document, to the satisfaction of the County, as outlined within the solicitation, hereby referred to as the contract, and as proposed by the CONTRACTOR. Only those personnel listed as authorized ordering officials, or the Procurement Department, will have authority to make orders from this Contract through the issuance of a Purchase Order (PO) as approved by the Cochise County Procurement Department.

The CONTRACTOR shall not commence any billable work or provide any material or services under this Contract until CONTRACTOR receives an executed copy of the Contract and/or Purchase Order (PO) or is otherwise directed to do so in writing by the County Procurement Office. The County will pay the CONTRACTOR within thirty (30) days of services rendered following the submission of itemized invoice(s) including the CONTRACTOR company name, phone, invoice number, email address, and mailing address prior County approval and for any services rendered. No payment shall be issued prior to receipt of service and a correct invoice. Each payment request must bear written certification by an authorized County representative confirming the services for which payment is requested have been performed and received.

SERVICES ARE TO BE DELIVERED WITHIN 125 DAYS FROM CONTRACT AWARD AND SHALL COMMENCE WORK IMMEDIATELY

CONTRACTOR:

K&G Construction, Inc.
Larry Saunders
Senior Project Manager/Estimator
1601 Paseo San Luis
Sierra Vista, Arizona 85635
(520) 355-8100
lsaunders@kegtusv.com

AUTHORIZED ORDERING OFFICIAL:

Jacki Watkins
Director
Cochise County Engineering & Natural Resources
1415 Melody Lane, Building F
Bisbee, Arizona 85603
(520) 432-9313
jwatkins@cochise.az.gov

COUNTY PROCUREMENT:

Brandon L. Morrison
Contracts Administrator
1415 Melody Lane, Building C
Bisbee, Arizona 85603
(520) 432-8391
bmorrison@cochise.az.gov

ACCEPTANCE OF OFFER:

The offer is hereby accepted, and the CONTRACTOR is now bound to sell or provide the materials, services, or construction, as indicated by the PO or Award Letter and based upon the solicitation documents, including all its attachments and amendments, and the offer as submitted by the CONTRACTOR and accepted by Cochise County.

This contract is for: Robbs Road Improvements, in an amount not to exceed $1,417,903.47 with the option of a 5% contingency amount of $70,895.18 for a total amount of $1,488,798.65. Items 107065 – Seeding and 420010 – New Wire Fence (Game Fence CC 161-1) have been excluded at the option of the County.

This contract shall henceforth be reference as Contract 20-09-ENG-01. The CONTRACTOR is cautioned not to commence any billable work or to provide any materials or services under this Contract until the CONTRACTOR receives an executed PO or Notice to Proceed.

BOARD OF SUPERVISORS:

_____ _____

Peggy Judd — Date
Chairwoman

CLERK OF THE BOARD:

_____ _____

Arlethe G. Rios — Date

APPROVED AS TO FORM:

_____ _____

Cochise County Attorney's Office — Date

Invitation for Bid (IFB)

20-09-ENG-01

Submission Deadline

7/2/2019

4:00 PM Local Time

Prepared by Cochise County

Procurement Department

On behalf of the Cochise County

Engineering and Natural Resources Department

For Robbs Road Improvements

1415 Melody Lane, Building C
Bisbee, AZ 85603
PH: (520) 432-8391 | FAX: (520) 432-8397
procurement@cochise.az.gov

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1.0 INTENT

Cochise County ("COUNTY") is issuing this Invitation for Bid ("IFB") to obtain competitive vendor pricing in the open market for the delivery of improvements to Robbs Road, in compliance with A.R.S. §41-2533 concerning competitive sealed bids. This solicitation may result in an award to a single vendor, however, the County reserves the right to award to multiple vendors, if determined to be in the best interest of the County.

The County hereby invites competent vendors to submit bids. Submissions received before the closing deadline will be evaluated in accordance with Section 8.0 – Evaluation Criteria (below). Submissions should include only pricing and relevant information pertaining to Section 8.0 – Evaluation Criteria. All documentation and data submitted by any vendor shall be in accordance with section 5.0 – Preparation of Response/Required Content and will be handled in accordance with the Arizona State Statutes applying to Library, Archives and Public Records.

This solicitation includes additional documentation specific to this requirement. See any attached documents for examples of the additional requirements and specifications. The County expects any potential contractors to adhere to the outlined requirements and specifications throughout the life cycle of this requirement and shall enforce standards, terms and conditions contained within any documentation within this solicitation and any supporting documents. Any deviations from these requirements must be specifically outlined within the submission and an alternate must be proposed.

The preferred method of communication is through the County e-procurement website: https://cochise.bonfirehub.com.

Inquiries can also be made via email to the following personnel:

Brandon L. Morrison
Contracts Administrator
Cochise County Procurement Department
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603
Office: (520) 432-8391
Fax: (520) 432-8397
BMorrison@cochise.az.gov

Do not contact any other County departments or other County staff directly. Information provided by personnel other than the above contact may be invalid, and bids that are submitted in accordance with such information may be declared non-responsive.

2.0 TECHNICAL SPECIFICATIONS

The awardee of Contract 20-09-ENG-01 ("CONTRACTOR") shall, to the COUNTY'S satisfaction, provide all labor, materials, transportation, and technical expertise needed to successfully accomplish the delivery of goods within Attachment 2 – Technical Specifications to the County's satisfaction within the required delivery date.

3.0 PURPOSE

The County, through this solicitation, requests that vendors submit bids for the delivery of goods as specified within section 2.0 – Technical Specifications. The County is not required to make an award based on any information contained within this solicitation. However, the County does anticipate that it will award to the most responsive and responsible firm which submits a bid for the lowest price to the County. The evaluation criteria will be based on pricing factors only as outlined within section 8.0 – Evaluation Criteria.

4.0 APPROVAL

No award will be made to any vendor without prior approval from the Cochise County Board of Supervisors. The County reserves the right to advertise and process IFB up to the time of award and makes no promises or guarantees of an award to any vendor without prior approval from the Cochise County Board of Supervisors.

5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT

Each response to this solicitation will be considered a bid submission and shall contain the requested information, as outlined within this document and its attached documents. Failure to meet all of the specifications and requirements may result in rejection of your submission or an unsuccessful offer. Additional information may be provided but should be succinct and relevant to the requested information contained within this solicitation. Excessive and/or extraneous information will not be considered favorably.

5.1 All submittals shall, in the order given, contain the following elements:

5.1.1 Bids shall include the following information:

A. Appendix A – Vendor Response Cover Letter - This document shall be filled out in its entirety and signed by an authorized agent of the Firm.

6.0 SUBMISSION INSTRUCTIONS

6.1 Vendors interested in submission for this requirement shall register at the County's e-procurement HUB located at the following link:

https://cochise.bonfirehub.com/portal/?tab=login

6.2 Submissions for this solicitation shall be made online at the following link:

https://cochise.bonfirehub.com/portal/?tab=openOpportunities

6.3 Faxed and hard copy submissions will not be accepted.

6.4 Submissions delivered to any location, electronically or otherwise, other than the above will not be considered duly delivered. The County shall not be responsible for re-routing submissions delivered to a person or location other than as specified above.

6.5 All submittals, whether selected or rejected, shall become the property of the County and will not be returned.

6.6 The County reserves the right to waive minor defects and/or irregularities in submittals and shall be the sole judge of the materiality of any such defect or irregularity. Further, the County reserves the right to contact vendors regarding any ambiguities it considers to be major, and for the respondent of any such defected submission to correct and resubmit, with or without, any extension to the offer due date.

6.7 The County reserves the right to clarify errors or omissions in order to gain further information, or correct minor ambiguities within the offer during the time of evaluations.

7.0 FEDERAL REGULATORY REQUIREMENTS

Prior to the award of any contract including Federal grant money, vendors must be registered with the Federal System for Award Management (SAM) at www.SAM.gov, and remain active during the life of the Project. Vendors must not be debarred at any time during the life of the contract. If vendors become debarred at any point during the life of the contract, the County reserves the right to cancel the contract for cause, upon issuance of a modification for termination.

8.0 EVALUATION CRITERIA

The County will use the following evaluation criteria to determine whether a firm can meet the County's needs. An evaluation committee will score each firm based on pricing factors only. The Evaluation Committee will be composed of the Procurement Department and the Engineering and Natural Resources Department. The maximum possible score is 100.

- Lowest Price Technically Acceptable (total of 100 possible total points)
  - All vendors must meet the requirements of attachment 2 – Special Provision

9.0 SELECTION PROCEDURES

Responsive submissions will be reviewed only on a firm's ability to meet the minimum requirements outlined in section 2.0 – Technical Specifications and any relevant attachments, and weighing the information provided by the vendor as outlined in Section 5.0 – Preparation of Response – Required Content, against Section 8.0 – Evaluation Criteria. The Evaluation Committee will select that vendor which can completely fulfill the requirements of Section 2.0 – Technical Specifications and offers the lowest price to the County.

The County reserves the right to reject any or all submissions, to waive minor irregularities in said submissions, or to conduct clarifications for administrative errors or pricing verification irregularities. Any submissions which are not submitted by the date and time specified within this IFB will be considered late. Late bids may be used by the County, if the Evaluation Committee determines, in writing, accepting the late bid will be in the best interest of the County.

10.0 ATTACHMENTS

The following documents are attached to this solicitation and all information contained within shall be as if it were written directly into this solicitation:

- Attachment 1 – Terms and Conditions
- Attachment 2 – Special Provisions
- Appendix A – Vendor Submission Form

11.0 AUTHORITY

The undersigned personnel are authorized to release the information contained within their submittal and has the authority to contractually bind and enter into agreements for their firm. All information submitted by the Firm shall conform to the requirement as outlined out by this solicitation, its attachments and/or appendices, unless otherwise proposed to the County, as mutually agreed.

VENDOR

Signature

6-27-19

Date

CHRIS ALBRIGHT

Printed Name

KEEG CONSTRUCTION, INC.

Firm Name

COCHISE COUNTY
PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

20-09-ENG-01

Appendix A – Vendor Submission Cover Letter

Date of Pricing Doc: 6-27-19
Vendor Firm Name: KE&G CONSTRUCTION, INC.
Authorized POC:
Vendor POC Phone: 520-458-9594
Vendor POC Email: LSAUNDERS@KEGTUSV.com

Vendor agrees to furnish the following materials and/or services according to the following pricing schedule:

Line Item	Part Number (If Applicable)	Description	Unit of Measure	Price
01	N/A	Robbs Road Improvement Project	LUMP SUM	$1,489,573.22

Freight: N/A
Estimated Taxes: N/A
Tax Rate: N/A

Required Delivery By: 125 calendar days from award of Contract

The Vendor agrees to hold pricing valid for 45 days from the date of the document unless otherwise annotated. Additionally, if no other payment terms are specified, it is agreed that Net 30 payment terms apply.

Valid for: 90 days
Payment Terms: Net 10 days
Discounted Terms: 0

As an authorized agent of the Firm, the below signatory official has authority to contractually bind the Vendor as proposed throughout this Appendix.

Authorized Signature:

KE & G Construction, Inc

BID SCHEDULE ROBBS ROAD PRG #GR005 – IFB 20-09-ENG-01, Revision 1, 6/25/2019					
Item	Description	Est. QTY	Unit	Unit Cost	Total Cost
105008	Construction Stakes, Lines and Grading	1	L.Sum	54,000.00	54,000.00
107002	Stormwater Pollution Prevention Plan (SWPPP)	1	L.Sum	7,400.00	7,400.00
107065	Seeding	10	Acres	4,550.00	45,500.00
109010	Mobilization/Demobilization	1	L.Sum	86,500.00	86,500.00
401001	Pilot Car and Driver	40	HR	54.00	2,160.00
401025	Construction Temporary Traffic Control	1	L.Sum	11,300.00	11,300.00
401045	Flaggers	40	HR	56.50	2,260.00
401058	Changeable Message Boards for Public Information	14	Each Day	67.50	945.00
201001	Clearing and Grubbing	24	Acres	670.00	16,080.00
201007	Removal of Trees (Pecan Trees)	65	Each	130.00	8,450.00
202033	Removal of Minor Structures and Miscellaneous Structural Concrete	1	LS	2050.00	2,050.00
205008	Roadway Excavation	19589	CuYd	9.55	187,074.95
211006	Fill Construction	5908	CuYd	2.95	17,428.60
220007	Riprap Construction	250	CuYd	145.00	36,250.00
301008	Subgrade Preparation	50833	SqYd	2.00	101,666.00
310051	Aggregate Base	8472	CuYd	67.50	571,860.00
330021	Asphalt Chip Seal (Low Volume Chip)	900	Ton	73.50	66,150.00
330022	Asphalt Chip Seal (High Volume Chip)	600	Ton	85.50	51,300.00
330070	Asphalt Binder (CRS-2)	180	Ton	730.00	131,400.00
340061	Concrete Ribbon Curbing (2 ft. Deep)	560	L.Ft.	32.00	17,920.00
340062	Concrete Ribbon Curbing (4 ft. Deep)	560	L.Ft.	52.00	29,120.00
350041	Removal of Existing Improvements (Pipes)	1	L.Sum	830.00	830.00
350042	Removal of Existing Improvements (Wooden Bridge Structure)	1	L.Sum	200.00	200.00
350043	Removal of Existing Improvements (Sign Post)	29	Each	33.50	971.50
350044	Removal of Existing Improvements (Fence)	5142	L.Ft.	.26	1,336.92
420010	New Wire Fence (Game Fence CC 161-1)	3877	L.Ft.	6.75	26,169.75
461010	Painted Pavement Markings (Yellow Line 6")	15650	L.Ft.	.20	3,130.00

KE?G Construction, Inc

461020	Painted Pavement Markings (White Line 6")	15650	L.Ft.	.20	3,130.00
464010	Roadside Sign Supports (U-Channel Sign Posts)	31	Each	75.50	2340.50
465010	Sign Panels	31	Each	150.00	4650.00

BID TOTAL 1,489,573.22

ATTACHMENT A to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

(This form must be completed ONLY if the Bidder is a Corporation, as identified on their W-9)

CORPORATE SIGNATORY AUTHORIZATION

Project: **20-09-ENG-01, Robbs Road Improvements**

Whereas, ILEG CONSTRUCTION, INC.
(Enter Legal Name of Corporation)

A(n) ARIZONA (state) corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Corporation, that the named party/parties, is/are authorized to execute and sign on behalf of said corporation, for the following:

1. Contract
2. Bond
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the Corporation's affairs and the execution of the Contract.

The powers and duties herein granted shall be and are hereby granted for the duration of the Contract for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated and passed by the Board of Directors this 24 day of June, 2019.

CHRIS ALBRIGHT
Printed Name of Authorized Personnel

PRESIDENT
Title

C.W. Albright
Signature of Authorized Personnel

6-27-19
Date

CERTIFICATION

STATE OF ARIZONA)

) SS

COUNTY OF COCHISE)

I, CHRIS ALBRIGHT of KEGG CONSTRUCTION, INC. a corporation, do hereby certify that the above is true and correct copy of a resolution adopted by the Board of Directors of the said corporation, at a meeting of said board held on June 24, 2019, and that the same is in full force and effect at this time. Dated June 25, 2019.

(Officer of Corporation)

(Seal of Corporation)

STATE OF ARIZONA)

) ss

COUNTY OF COCHISE)

This instrument was acknowledged before me on the 26TH. day of JUNE 2019, by CHRIS ALBRIGHT appearing before the undersigned Notary Public, and stated that CHRIS ALBRIGHT executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

Blanca A. Hightower
Notary Public

05/29/2021
My Commission Expires

Blanca A Hightower
Notary Public
Cochise County, Arizona
My Comm. Expires 05-29-2021

ATTACHMENT B to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

EQUAL EMPLOYMENT OPPORTUNITY – 41 CFR PART 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. **The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.**

3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with

a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AGREEMENT TO:

EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)

CHRIS ALBRIGHT
Printed Name of Authorized Personnel

PRESIDENT
Title

C.W. Al.

Signature of Authorized Personnel

6-27-19
Date

ATTACHMENT C to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS – 41 CFR PART 60.4.3

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not

excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. For non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

A Bidder must have properly completed this form to be considered an eligible Bidder.

The Bidder shall complete the following statement by checking the appropriate boxes.

The Bidder *has* [X] *has not* [ ]
participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, Executive Order 11114, or Executive Order 11246.

The Bidder *has* [X] *has not* [ ]
submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by Proposed Subcontractors will be obtained prior to Award of Subcontracts.

If the Bidder has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the Award of Contract.

CHRIS ALBRIGHT
Printed Name of Authorized Personnel

PRESIDENT
Title

C.W. Albright
Signature of Authorized Personnel

6-27-19
Date

Firm Address: 1601 PASEO SAN LUIS STE 202
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

ATTACHMENT D to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

CERTIFICATE OF NONSEGREGATED FACILITIES

(A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.)

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

CHRIS ALBRIGHT
Printed Name of Authorized Personnel

PRESIDENT
Title

Signature of Authorized Personnel

6-27-19
Date

Firm Address: 1601 PASEO SAN LUIS STE 202
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

ATTACHMENT E to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

DISADVANTAGED BUSINESS ENTERPRISES CONTRACT ASSURANCE

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

All bidders will be required to submit information concerning the DBE's that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, the dollar value of the contract, and a copy of the DBE Arizona State Certification. A bid that fails to provide this information will be considered nonresponsive.

Disadvantaged Business Enterprise Utilization: The undersigned has satisfied the requirements of the specifications in the following manner (please check the appropriate space):

The Bidder is committed to a minimum of Ø % DBE utilization on this Project.

The Bidder (if unable to meet the goal of _____% DBE) is committed to a minimum of _____% DBE utilization on this Project and submitted documentation showing good faith effort.

CHRIS ALBRIGHT
Printed Name of Authorized Personnel

PRESIDENT
Title

C.W. Albright
Signature of Authorized Personnel

6-27-19
Date

Firm Address: 1601 PASEO SAN LUIS STE 202
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

LETTER OF INTENT

Name of Bidder's Firm: KE&G CONSTRUCTION, INC.

Bidder's Address: 1601 PASEO SAN LUIS STE 202

City: SIERRA VISTA State: AZ Zip: 85635

Name of DBE Firm: N/A

Address: _____

City: _____ State: _____ Zip: _____

Telephone (including area code): _____

Description of work to be performed by DBE firm:

Bidder intends to utilize the above-named minority firm for the work described above. The estimated amount of work is valued at $_____.

If the above-named Bidder is not determined to be the successful Bidder, the Letter of Intent shall be null and void.

(Copy this page for each minority subcontractor)

BIDDERS LIST

The Bidder shall submit the following information for all firms Bidding or quoting Subcontracts on D.O.T.-assisted Projects.

Project Title: ROBBS ROAD IMPROVEMENTS
Date: 6-27-19
Prime Contractor: KE&G CONSTRUCTION, INC.
Address: 1601 PASEO SAN LUIS STE 202 SIERRA VISTA AZ 85635
Phone/Fax: 520-458-9594 F-520-458-2362

Name of Firm	Address	Type of Work to be Performed on Contract	Certified DBE YES	Certified DBE NO	Date Firm Established	AGR*
ALTA ARIZONA	2025 W. RUTHRAUFF RD. STE 125 TUCSON AZ 85705	SURVEY		X	9-2017	2
PMI	Tempe, AZ	Striping		X	1991	2

***AGR – Annual Gross Receipts**
Enter 1 for Less than $1 Million
Enter 2 for More than $1 Million, Less than $5 Million
Enter 3 for More than $5 Million, Less than $10 Million
Enter 4 for More than $10 Million, Less than $15 Million
Enter 5 for More than $15 Million

ATTACHMENT F to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

CHRIS ALBRIGHT
Printed Name of Authorized Personnel

PRESIDENT
Title

C.W. Albright
Signature of Authorized Personnel

6-27-19
Date

Firm Address: 1601 PASEO SAN LUIS STE 202
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

ATTACHMENT G to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

NOTICE OF REQUIREMENTS FOR AFFIRMITIVE ACTION – 41 CFR 60-2

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	
Goals for minority participation for each trade	(Vol. 45 Federal Register pg. 65984 10/3/80)
Goals for female participation in each trade	(6.9%)

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the "covered area" is Cochise County

CHRIS ALBRIGHT
Printed Name of Authorized Personnel

PRESIDENT
Title

C.W. AGUILA
Signature of Authorized Personnel

6-27-19
Date

Firm Address: 1601 PASEO SAN LUIS STE 202
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

ATTACHMENT H to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS – 29 CFR PART 5

1. Overtime Requirements:
   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages:
   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages:
   The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors:
   The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

CHRIS ALBRIGHT
Printed Name of Authorized Personnel

PRESIDENT
Title

C.W.
Signature of Authorized Personnel

6-27-19
Date

Firm Address: 1601 PASEO SAN LUIS STE 202
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

ATTACHMENT I to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $ 100,000 the aforementioned criteria and requirements.

CHRIS ALBRIGHT
Printed Name of Authorized Personnel

PRESIDENT
Title

Signature of Authorized Personnel

6-27-19
Date

Firm Address: 1601 PASEO SAN LUIS STE 202
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

ATTACHMENT J to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

ROBBS ROAD IMPROVEMENTS SCHEDULE I

The undersigned, having carefully read and considered the Invitation for Bid to provide all material, labor, equipment and transportation required for the project and hereby offers to perform such services on behalf of the County in the manner described and subject to the scope of work, design specifications, constructions plans, terms and conditions set forth in the attached submittal.

Doing business as: **[ ] an individual [ ] a partnership [X] a corporation** *(mark appropriate box)*, duly organized under the laws of the State of ARIZONA.

No Submittal shall be accepted which has not been signed in ink in the appropriate space.

1. If Contractor is an INDIVIDUAL, sign here:

_____
Contractor's Signature

_____ Date: _____
Contractor's typed name and title

2. If Contractor is a CORPORATION, the duly authorized officer(s) shall sign as follows:
The undersigned certify that they are respectively:

PRESIDENT and _____
Title Title

of the corporation named below; that they are authorized to execute same for and on behalf of said CORPORATION.

KEEG CONSTRUCTION, INC.
Corporation Name (type or print)

By: [signature] Title: PRESIDENT

By: _____ Title: _____

Date: 6-27-19

PRINCIPAL OFFICE ADDRESS:

Street Address 1601 PASEO SAN LUIS STE 202
City SIERRA VISTA County COCHISE
State AZ Zip Code 85635
Telephone 520-458-9594 Fax 520-458-2362
Email Address calbright@keegtus.com

By signing above the Contractor understands, agrees, and warrants:

1. That Contractor has carefully read and fully understands the information that was provided by the County to serve as the basis for submission of this submittal

2. That Contractor has the capability to successfully undertake and complete the work and construction obligations of the IFB being submitted.

3. That all information contained in the submittal is true and correct to the best of the Contractor's knowledge.

4. That Contractor did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Contractor regarding the amount, terms or conditions of this IFB.

5. That Contractor did not receive unauthorized information from any County staff member, or Consultant during the IFB period except as provided for in the Invitation for Bids package, addenda thereto.

6. That by submission of this submittal, the Contractor acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Contractor, and Contractor hereby grants the County permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

7. That funding for any resulting contract is contingent on adequacy and availability.

8. Prospective Contractor warrants that it is not excluded from participation in any Federal or State funded program, that it will notify County of any such exclusionary action and will indemnify County against any loss resulting from such exclusion.

9. To comply with County's insurance provisions, to provide appropriate indemnification for the County and to hold County harmless from Contractor's performance of the contract.

NON-COLLUSION AFFIDAVIT

I certify that this bid is genuine and is not in any way collusive or sham; that the bid is not with the intent to restrict or prohibit competition; that this firm has not revealed the contents of the bid to, or in any way colluded with, any other firm which may compete for the contract; and that no other firm which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, this firm.

CHRIS ALBRIGHT
Printed Name of Authorized Personnel

PRESIDENT
Title

C.W. Albright
Signature of Authorized Personnel

6-27-19
Date

Firm Address: 1601 PASEO SAN LUIS STE 202
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

BID BOND

ARIZONA STATUTORY BID BOND PURSUANT TO
TITLES 28, 34, AND 41,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, we KE&G Construction, Inc. , (hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America , (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut , with its principal offices in Hartford, CT , holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Cochise County , (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of Principal's Bid Amount

for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Bid No. 20-09-ENG-01
Robbs Road Improvements

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the specifications with good and sufficient Surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 25th day of June , 2019 .

KE&G Construction, Inc.
Principal **SEAL**

By: C.W. Algiz

Its: CHRIS ALGIZ, PRESIDENT

Travelers Casualty and Surety Company of America
SURETY **SEAL**

By:
Patrick Howey, Attorney-In-Fact

Lovitt & Touché, MMA
AGENCY OF RECORD

7202 E Rosewood St, Suite 200, Tucson, AZ 85710
AGENCY ADDRESS

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patrick Howey,** of **Tucson, Arizona**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of June, 2019

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

ATTACHMENT K to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

BUY AMERICAN CERTIFICATION REQUIREMENTS

Certification requirements for procurement of steel or manufactured products.
If steel, iron, or manufactured products (as defined in §§661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in §661.13(b) of this part.

[71 FR 14117, Mar. 21, 2006, as amended at 72 FR 53696, Sept. 20, 2007]

Buy America Certification
(Title 49 U.S.C. Section 50101)

~~Airport~~ Name:	~~Bisbee-Douglas International Airport~~ ROBBS RD. IMPROVEMENTS
AIP No.	~~3-04-0013-013-2019~~ 20-09-ENG-01
Schedule I	~~Replace Runway Edge Lighting~~

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

(a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that –

(1) Applying subsection (a) would be inconsistent with the public interest;

(2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

(3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title –

A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and

B. Final assembly of the facility or equipment has occurred in the United States; or

(4) Including domestic material will increase the cost of the overall project by more than 25 percent.

(c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

Please note that approval of waivers listed under (b) (1) & (2) above, can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices. A listing of Equipment and Products that have been approved and on the national waiver list may be located at: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

☒ **The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.**

☐ **The bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); the bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b). The bidder further agrees that upon notification from the Owner, the bidder identified with the apparent low bid agrees to prepare and submit a waiver request and component calculation information to the owner within calendar days of the date of the notice of apparent low bid.**

KEGG CONSTRUCTION, INC. — *Bidder's Firm Name*

6-27-19 — *Date*

C.W. Dyl — *Signature*

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

ATTACHMENT L to 20-09-ENG-01
APPENDIX A – VENDOR SUBMISSION COVER LETTER

CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder for project, 20-09-ENG, I am fully aware of the Insurance Requirements for the Contractor and that by submitting this bid, assure the Owner that I can produce the required minimum insurance coverage should I be selected to the successful bidder.

Should I be selected to the successful bidder and then become unable to produce the insurance coverage prior to the award of the project, I understand that my bid will be rejected and that I will forfeit by bid bond.

CHRIS ALBRIGHT
Printed Name of Authorized Personnel

PRESIDENT
Title

Signature of Authorized Personnel

6-27-19
Date

Firm Address: 1601 PASEO SAN LUIS STE 202
SIERRA VISTA AZ 85635

Phone Number: 520-458-9594

COCHISE COUNTY
PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

20-09-ENG-01

Attachment 1 – Terms and Conditions

1.0 Cost, Payment and Pricing

1.1 Taxes

The County is responsible for the payment of all applicable sales, use and transaction privilege taxes as may be required by Arizona State and its sub-departments. The County is exempt from all Federal Excise taxes. Out-of-state vendors shall not apply sales tax to purchases made by the County, unless required by their state. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

1.2 Payment Terms

The County, unless otherwise specified on the Contractor's submission documents, reserves the right to apply Net 30 payment terms to all invoices submitted after the contract is awarded. The County will include any relevant discount terms during the evaluation for contract award, if it is deemed to be in the best interest of the County.

Further, payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.

1.3 IRS W-9 Form

In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the County.

1.4 Economic Price Adjustment

All service contracts awarded by Cochise County shall be subject to economic price adjustment which requires the delivery of materials in order to complete services requested. The economic price adjustment will be subject to the Commercial Price Index (CPI). No economic price adjustment or negotiated amendment shall be approved for an increase higher than that fluctuation of the CPI, unless otherwise approved by the Procurement Department.

1.5 Tax Indemnification

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

1.6 Availability of Funds for Current Fiscal Year

Should the Board of Supervisors reduce the appropriations for any reason and these goods or services are not funded, the County may take any of the following actions:

- Accept a decrease in price offered by the contractor;
- Cancel the Contract; or
- Cancel the contract and re-solicit the requirements.

1.7 Availability of Funds for the Next Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

1.8 Right of Offset

The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

1.9 Payment by the County

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

2.0 Contract Specific

2.1 Arizona Law

Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7 and the policies of the Cochise County Procurement Policy.

2.2 Statutes

All parties shall comply will all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

2.3 Provisions Required by Law

Each and every provision of Law and any clause or terms required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2.4 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below, if included within the contract:

1.0 Special Terms and Conditions;
2.0 Uniform Terms and Conditions;
3.0 Statement or Scope of Work;
4.0 Specifications;
5.0 Attachments;
6.0 Exhibits;
7.0 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2.8 Public Records

The Procurement Department shall establish and ensure that all documentation produced, received, and sent to any parties regarding day-to-day operations is filed and retained in accordance with the State of Arizona Department of Library, Archives and Public Records guidelines and all applicable Arizona State statutes. Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

In any situation where the County may be awarded State or Federal funding, the guiding principles and policies of those organizations will be followed including any other sub-entity principles and policies, as applicable.

Defacing, changing, destroying or any other unauthorized alteration of contract file documentation shall result in administrative disciplinary action in accordance with Cochise County Public Policies and its sub-departments. No files or documentation shall be taken from the Procurement Department for any reason. Contract files will be made available to requesting parties after the submission of a Public Records Request

The County shall protect and hold confidential, upon a Vendor's request, any data which is considered to be proprietary or include trade secrets or personal identifiable information (PII) as determined, in writing, by the Procurement Department after it has evaluated the request from the vendor. The Vendor's request must be made at any point prior to the closing date of any solicitation.

2.9 Record Retention

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

2.10 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the State of Arizona and the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

2.11 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09, Public Law 101-336, and 42 U.S.C. 12101-12213 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

2.12 Notices

Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Department employee and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

2.13 Federal Immigration and Nationality Act

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The County shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the Contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.

2.14 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Department.

2.15 Property of the County

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.

2.16 Modifications

This Contract is issued under the authority of the Procurement Department, delegated by the Board of Supervisors. The Contract may be modified only through a Contract amendment or modifications within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Board of Supervisors, County Administrator, or Procurement Department in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law.

Such changes, including unauthorized written Contract amendments or modifications shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

2.17 Contractor/Vendor Indemnification (Not Public Agency)

The parties to this contract agree that the County, its departments, agencies, and Board of Supervisors shall be indemnified and held harmless by the Contractor for the vicarious liability of the County and/or State as a result of entering into this Contract. However, the parties further agree that the County, its departments, agencies, and Board of Supervisors shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

2.18 Public Agency Language Only

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

2.19 Indemnification - Patent and Copyright

The Contractor shall indemnify and hold harmless the County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the County of materials furnished or work performed under this Contract. The County shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

2.20 Cancellation for Conflict of Interest

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

cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511. Upon signing of the Contract, the Contractor agrees to the provision, and their understanding as if it were included within the Contract.

2.21 Gratuities

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

2.22 Termination for Convenience

The County reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

2.23 Termination for Default

In addition to the rights reserved in the contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Department shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

2.24 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

2.25 Non-Appropriation

The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue service for which the contract was intended.

2.26 Preparation of Specifications by Persons Other than County Personnel

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

2.27 Procedures and Controls

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the County.

2.28 Data

All data created, used and/or modified under this agreement shall be the property of Cochise County and shall not be used by the Contractor or any other person except with the prior written permission of the County.

2.29 Public Entity Disclaimer

Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

2.30 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice.

3.0 Contract Performance

3.1 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

3.2 E-Verify Requirements

In accordance with A.R.S. § 41-4401, the Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.3 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The agency, department, division, or Board of Supervisors of the County requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity that is not the County without the express written authorization of the agency, department, division, or Board of Supervisors of the County requesting the issuance of this contract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract.

Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection.

3.5 Subcontracts

The Contractor shall not enter into a subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-consultant were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not sub-consultants are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

3.6 Assignment - Delegation

The Contractor, without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

3.7 Agreement Assignment

No assignment of this Agreement or sub-agreement shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All subcontractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Agreement performance whether or not sub-contractors are used.

3.8 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

3.9 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

3.10 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County of the services or materials, they shall be:

- Of a quality to pass without objection in the trade under the Contract description;
- Fit for the intended purposes for which the materials are used;
- Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- Adequately contained, packaged and marked as the Contract may require; and
- Conform to the written promises or affirmations of fact made by the Contractor.

3.11 Fitness

The Contractor warrants that any material supplied to the County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

3.12 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

3.13 Inspection/Testing

Any warranties set forth in in this Contract are not affected by inspection or testing of or payment for the materials by the County.

3.14 Compliance with Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

3.15 Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the County prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Department, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

3.16 Right to Assurance

If the County, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

3.17 Stop Work Order

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

3.18 Warranties

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

3.19 Licenses

Vendors shall maintain, in current status, all Federal, State, and Local licenses and permits required for the operation of the business conducted by the vendor as applicable to the Contract.

3.20 Notice to Proceed

It is agreed that the County Procurement Director will issue the Notice to Proceed with the Work to be performed under this Agreement within twenty (20) consecutive calendar days, or some other mutually

agreed upon time period, after the date of the County's Purchase Order for this Agreement, except in job order contracts where a separate Notice to Proceed will be issued for each individual job order.

The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified.

3.21 Guarantee

The Contractor shall guarantee all work under this Agreement against defects of material and workmanship as referenced in the Scope of Work.

4.0 Legal

4.1 Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract amendment or modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

4.2 Antitrust Violations

The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

4.3 Non-exclusive Remedies

The rights and the remedies of the County under this Contract are not exclusive.

4.4 Suspension or Debarment

The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the County.

4.5 Claims and Disputes

County Contract Representative's Resolution of Claims and Disputes; Review by Procurement Director

This section relates to claims for additional compensation and any other differences between the parties arising under and by virtue of the Agreement/Contract. Such claims are to be resolved at the earliest possible time and at the first responsible level to increase the possibility that such matters will be resolved, without the vexation of an administrative hearing process, arbitration or litigation.

All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the County Procurement Department Representative for action. The responsibility to substantiate claims shall rest with the party making the claim.

Claims by either party must be made within fourteen (14) days after the event giving rise to the claim or within fourteen (14) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.

Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Agreement/Contract.

The County Procurement Department Representative shall, within fourteen (14) days of receipt of a claim, do one of the following:

(1) Issue a decision either rejecting or approving the claim.
(2) Suggest an equitable compromise of the claim.
(3) Provide a schedule to the parties indicating when they expect to be able to take action, which shall be within a reasonable time.

The County Buyer may require the submission of additional documentation from either party to facilitate a decision. In each case, the County Procurement Department Representative will submit reasons and/or documentation supporting its action and the deadline shall be extend by the time it takes to obtain a response thereto.

The parties shall have ten (10) days from the date of the County Contract Representative's final decision rejecting or approving a claim, or suggesting a compromise, within which to accept or object to the decision. Failure of a party to accept or object to the decision in writing within such ten (10) day period shall be deemed an acceptance of the decision. If either party rejects the decision of the County Procurement Representative in writing within such ten (10) day period, the matter shall be referred to the Procurement Director for *de novo* review.

The Procurement Director shall have sixty (60) days from receipt of a written objection by the Contractor to the County Contract Representative's final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a response in accordance with Section 15 of the Cochise County Procurement Code. During such period, the Procurement Director may require such additional documentation or testimony as deemed necessary to support his/her response.

4.6 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

4.7 Boycott of Israel

In accordance with A.R.S. §35-393.01, Contractor/Consultant certifies that the Contractor/Consultant is currently not engaged in, and for the duration of any proceeding contract agrees not to engage in, a boycott of Israel.

Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been completed.

4.8 Non-Collusion

Firms submitting bids shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to bids which are submitted by firms who have partnered with others to submit a cooperative bid that clearly identifies a primary Consultant and the associated sub-consultant(s).

4.9 Protests and Appeals

In accordance with Section 15 of the Cochise County Procurement Policy Manual, any actual or prospective Contractor or offeror who is aggrieved in connection with the solicitation or award of a contract may appeal to the Procurement Director. The protest shall be submitted in writing to the Procurement Director within five (5) working days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

4.10 Contract

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms; conditions and other requirements set for with the rest of the solicitation, the contract, and any attachments to either document. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders or master agreements in any form.

4.11 Legal Remedies

If the Contractor and the County are unable to mutually resolve disputes arising under this contract, all disputes arising under or relating to this Contract shall be settled by binding Arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such Arbitration shall be conducted by an experienced and knowledgeable Arbitrator(s) and shall include a written record of the Arbitration hearing. If the Contractor and Cochise County can mutually agree upon an Arbitrator, that Arbitrator shall be selected. If not, the Contractor and Cochise County shall each select an Arbitrator and those two Arbitrators

shall select a third Arbitrator (or the Contractor and Cochise County shall request a third Arbitrator from the Arizona Arbitration Association). All Arbitrations will be held in the State of Arizona and under the Arizona Rules of Arbitration. All claims and controversies shall be subject to A.R.S. § 12-1518 et. seq.

4.12 Rights and Remedies

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

SPECIAL PROVISIONS

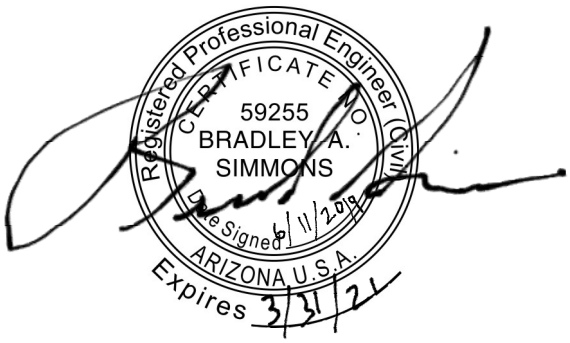
FOR

ROBBS ROAD IMPROVEMENT PROJECT
(KANSAS SETTLEMENT ROAD TO WAYWARD WINDS)

PROJECT # GR005
(IFB) – 20-09-ENG-01

COCHISE COUNTY

COCHISE COUNTY ENGINEERING & NATURAL RESOURCES



104 SCOPE OF WORK

ADD the following:

Intent and Purpose

The work performed and materials used in this project shall be in accordance with Cochise County Road Design & Construction Standards & Specifications For Public Improvements (County Specifications (CCS) Section D Typical Sections & Details, and Section E; Standard Specifications), the Uniform Standard Specifications and Details for Public Works Construction, sponsored and distributed by the Maricopa Association of Governments (MAG). The intent and purpose of these Special Provisions is to interpret, correct, modify, and supplement the CCS and MAG Specifications to the extent and in the manner specifically referred to, and to provide additional Specifications. The Standard Specifications, together with these Special Provisions, shall constitute the Contract Specifications for this project.

An electronic copy of the CCS can be found at the following link:
https://www.cochise.az.gov/sites/default/files/highway_and_floodplain/CochiseCountyRoadDesignConstructionStandardsSpecificationsforPublicImprovements2017.pdf

Project Description and Location

The proposed work for this project is to improve Robbs Road, a rural minor, from Kansas Settlement Road east to Wayward Winds Road for a total distance of 3 miles. The intersection of Robbs Road and Kansas Settlement Road is approximately 12 miles south of the City of Willcox, AZ.

Robbs Road is a 20 foot dirt road. The work will consist of constructing a 28 foot double bituminous surface treated (DBST) road surface, the installation of drainage improvements, the installation of driveways, all associated surveying and grading, traffic control, signing and striping, and other associated work as specified on the plans.

It shall be the Contractor's responsibility to complete the work specified here within and supply any incidental services or accessories necessary to make the work complete and perfect in all respects and ready for operation. Any apparatus, appliance, material, or work not mentioned in the Specifications, or vice versa, or any incidental appurtenances necessary for the system to operate as to the intent of these Specifications, even if not particularly specified, shall be included in the bid price and furnished, delivered, and installed by the Contractor without additional expense to Cochise County.

105 CONTROL OF WORK

Cochise County Road Design & Construction Standards & Specifications for Public Improvements (2017)

Section 105.4 Coordination of Plans and Specifications

ADD the following:

105.4.1 Applicable Standards

Throughout the contract documents, reference is made to codes and standards, which establish quality, type of workmanship, materials, and establish methods for testing and reporting of pertinent characteristics. Where materials or workmanship are required by the contract documents to meet or exceed the specific code or standard, it is the Contractor's responsibility to provide materials and workmanship complying with the contract documents. Specific naming of the codes or standards occurs on the working drawings and sections of the Specifications. It is the Contractor's responsibility to verify the requirements of the specific codes and standards and to produce items which meet or exceed the specified requirements.

The Project Engineer reserves the right to reject any Contractor installed items which fail to meet the specified minimum requirements, or to accept non-complying items, subject to an adjustment of the contract sum.

The work shall also conform to such drawings, including explanation of details or minor modifications, as may be furnished from time to time during construction, including such minor modifications as the Project Engineer may consider necessary on account of conditions found during the prosecution of the work. Scaled dimensions shall not be used in the construction of the work.

105.4.4 Proposal Quantities

It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Bid Schedule, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the bids offered for the work under this Contract. The Contractor further agrees that the County shall not be held responsible if any of the quantities are found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the

same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the Project Specifications and Contract Documents and the Construction Plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.

105.5 Cooperation of Contractor

ADD the following:

The Contractor is required to meet all current, and applicable regulations of the Occupational Safety and Health Administration. The Contractor shall bear full responsibility for compliance with all applicable Federal, State, and local laws and regulations.

105.6 Cooperation with Utilities

ADD the following:

Whenever any work is scheduled which may affect a utility, the Contractor will be required to give the respective utility Owner sufficient advance notice so that the Owner may provide a representative to prevent damage to the utility. The following utilities are known to have facilities in the area of the construction:

Sulphur Springs Valley Electric Cooperative, Inc. (Electric)
CenturyLink (Telephone)
Southwest Gas Corporation (Gas)

Utility locations shown on the plans are approximate, and all utilities are not necessarily shown. The possibility of conflicts with existing utilities in service exists, although they are not anticipated to be in conflict. All work at or in close proximity to said lines shall be performed in accordance with all Federal, State, and local laws and regulations, including but not limited to:

(1) Arizona law regarding "High Voltage Power Lines and Safety Restrictions" (A.R.S. 40-360.41-.45).
(2) The Occupational Safety and Health Administration.
(3) The National Electric Safety Code.

It is noted, that there are overhead power and communication lines within the project area. The Contractor shall contact Blue Stake and provide written notice to the utility owner a minimum of 14 calendar days in advance of any need for overhead protection. The contractor will be responsible for protection of utilities facilities.

Section 105.8 Construction Stakes, Lines and Grades

REMOVE in its entirety and REPLACE with the following:

The County will set or provide the information for the vertical and horizontal control used for the design of County projects. The Contractor shall be responsible for all construction staking. Blue top control shall be set to assure conformance to grade longitudinally and transversely.

The minimum construction staking shall consist of the following:

(A) Right-of-Way lines at 250 ft. intervals for clearing, fencing, and control of Contractor's operations.
(B) Slope stakes, or rough grade staking shall be offset from the edge of the embankment at 100 ft. intervals.
(C) Blue tops in subgrade at centerline and edge of pavement at 100 ft. intervals except on curves with all horizontal and vertical curves staked at 50 ft. intervals.
(D) Blue tops on aggregate base course at centerline, edge of pavement, and ¼ points, when necessary, at 50 ft. intervals with all horizontal and vertical curves staked at 25 ft. intervals.
(E) Catch basin stakes shall be set at an appropriate offset to the center of the structure with cuts or fills shown to the top of grate.
(F) Grade and line stakes for all structures, pipe lines, culverts, and ditches.
(G) Straddle points for permanent monuments at all PLSS corners landing the in the right-of-way and at Points of Curvature (PC) and Points of Tangency (PT) of curves.

Payment for survey shall be made at the lump sum bid price and shall include all materials, labor, equipment, maintenance, and any incidentals thereto, in order to complete the work in accordance with the Construction Drawings and Specifications for this project.

106 CONTROL OF MATERIALS

Section 106.1 Source of Materials and Quality

ADD the following:

On all questions concerning the acceptability of materials, machinery, and classification of material, execution of the work, conflicting interest of Contractors performing related work, and the determination of costs, the decision of the County Purchasing Manager shall be final and binding upon all parties, based upon review of justification and recommendation of the Project Engineer and/or the Project Inspector.

Materials used on this project shall meet all quality requirements of the Contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Project Engineer of the proposed source(s) of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not provide specified products, the Contractor shall furnish materials from another approved source, pay for any failed tests on previous material, and pay any additional costs for testing to approve another source all at no additional cost to the County.

All materials to be incorporated into the work shall be subject to sampling, testing, and approval by the County. The Project Engineer, or his designated agent, shall select samples of materials proposed by the Contractor to be used for the project. It is understood that the County reserves the right to retest all materials, prior to their use in the project, upon delivery. All materials and/or equipment shall be handled in such a manner as to preserve their quality and fitness for the work.

Additional tests required due to failure of the initial or normal test(s) or any tests that the Contractor feels are necessary for the proper completion of their work, shall be paid for by the Contractor. Any testing not directly requested and location specified by the County shall also be paid by the Contractor. The Project Engineer, or his designated representative, shall indicate when and where all tests shall be taken. The Project Engineer shall approve the laboratory which will accomplish all materials testing. The Contractor shall be responsible for any standby time once the testing technician has been scheduled and is on the job site.

The procedures and methods used to sample the test materials shall be determined by the Project Engineer. Unless otherwise specified, samples and tests shall be performed in accordance with either the standard methods of AASHTO, ASTM, or ADOT, which were in effect and published at the time of advertising for bids.

107.2.1.2 NOI SUBMITTAL

REPLACE ADEQ's Website with the following:

https://is.azdeq.gov/authenticationendpoint/login.do?sessionDataKey=842ec5f7-a43a-4803-bfff-9f7253f70b36&relyingParty=mydeq&type=samlsso&sp=mydeq&isSaaSApp=false&authenticators=BasicAuthenticator:LOCAL

ADD the following:

Section 107.6.5 Seeding:

The work under this item shall consist of furnishing all materials, preparing the soil, applying seed, and establishing the seeded areas.

Areas to be seeded are those disturbed or unvegetated areas listed herein, shown on the plans, called for in the contractor's erosion control plan, or designated by the Project Engineer.

Seeding shall be accomplished in two stages. The first stage shall consist of tillage; furnishing and applying compost, chemical fertilizer, and sulfur; furnishing and planting the contract-specified seed mix; and furnishing, applying and affixing final mulch cover. The second stage, beginning after the first stage has been accepted by the Project Engineer, shall be a 60 calendar-day period during which time the contractor shall be responsible for maintaining and stabilizing the seeded and mulched areas, and restoring damaged or eroded areas.

Seeding used as part of a SWPPP shall be completed before the end of the contract time, or sooner as required in the SWPPP. The 60 calendar day maintenance period is not included in the 125 calendar day construction time.

Appropriate documentation, as specified below, shall be submitted to the Project Engineer a minimum of 30 calendar days before the start of a scheduled seeding activity. No materials shall be delivered to the site until the documentation has been approved by the Project Engineer.

Unless otherwise specified, Certificates of Compliance shall be provided for all materials.

The contractor shall also provide test from accredited laboratories for all materials, as specified herein. Should the contractor perform its own testing, such test results shall also be provided to the Project Engineer.

(a) General Requirements:

The species, variety, and strain of seed (designated elsewhere herein as contract-specified seed) shall be as shown on the plans or as specified herein. The contract-specified seed shall be obtained from seed suppliers through harvesting of wildland collections, or field-grown seeds grown prior to or during the contract period.

Within 30 calendar days after the award of contract, the contractor shall submit the name of the seeding subcontractor to be used, along with written confirmation from seed suppliers and collectors, on their letterhead, that the

source(s) for the contract-specified seed has been secured. If any of the contract-specified seed is expected to be unavailable prior to the time specified for seeding the contractor shall notify the Project Engineer at this same time.

The seed shall be delivered to the project site unmixed in standard, sealed, undamaged containers for each seed species. Each container shall be labeled in accordance with the appropriate provisions of the Arizona Revised Statutes and the U.S. Department of Agriculture rules and regulations under the Federal Seed Act. Labels shall indicate the variety or strain of seed, the percentage of germination, purity and weed content, the date of analysis which shall not be more than nine months prior to the delivery date, and testing information. A Certificate of Analysis from an accredited seed-testing laboratory shall accompany each container of seed.

Unless otherwise approved by the Project Engineer, weed content of the contract-specified seed mix shall not exceed 0.5 percent.

The contractor shall provide all seed tag labels to the Project Engineer. No payment will be made for seed unless tag labels from all seed to be used on the project have been submitted as specified.

The contractor shall store seed under dry conditions, at temperatures of between 35 °F and 120 °F, and out of direct sunlight. Prior to using the seed, the contractor shall provide a certification letter to the Project Engineer that the seed was stored as specified herein.

Legume seed shall be inoculated with appropriate bacteria cultures approved by the Project Engineer, in accordance with the culture manufacturer's instructions.

Tetrazolium staining shall be acceptable to test for germination and hard seed. Cut or fill testing will not be allowed. As directed by the Project Engineer, seeds with an expiration date past the acceptable test date or not meeting the specified conditions for storage shall be retested by the contractor. The Project Engineer may perform random sampling of seeds throughout the project. Mixing of the specified seed at the project site shall be under the supervision of the Project Engineer.

Use the following SEED LIST & MIX:

SEED LIST & MIX		
COMMON NAME	BOTANICAL NAME	PERCENTAGE
Sand Dropseed	Sporobo/us cryptandrus	30
Green Sprangletop	Leptochloa Dubia	20
3-Awn	Aristida Purpurea	15
AZ Cottontop	Digitaria Californica	10
Plains Bristlegrass	Setaria Macrostachya	10
Desert Marigold	BaHeya Multiradiata	5
Globe Mallow	Sphaeraiceae Ambiqua	5
4-Wing Saltbush	Atriplex canescens	5
	Total	100
	Application Rate	21 lbs/acre

Seed Substitution:

No substitution of the contract-specified seed will be allowed unless evidence is submitted documenting that the contractor has made a diligent effort to obtain the contract-specified seed from either seed suppliers or collectors, and that the contract-specified seed will not become available prior to the time specified for seeding in the contractor's approved construction schedule.

Should a substitution of the contract-specified seed be requested and the contractor's documentation is approved by the Project Engineer, Cochise County's Engineering & Natural Resources Department will specify an alternate seed within five working days of the Project Engineer's approval of the contractor's documentation. The alternate seed will only be allowed when there is an insufficient quantity of the contract-specified seed, as determined in the previous two paragraphs, for the areas to be seeded as called for herein or as required for erosion control. The contractor shall obtain and apply the alternate seed, as required, to all such remaining areas. Unless otherwise approved by the Project Engineer, the approved alternate seed will only be allowed until such time that contract-specified seed meeting the availability and price requirements specified herein can be provided.

No payment will be made for areas seeded with unapproved seed.

Tacking Agent:

Tacking agent shall be a naturally occurring organic compound, and shall be non-toxic. The tacking agent shall be a product typically used for binding soil and mulch in seeding or erosion control operations. Approved types shall consist of

mucilage or gum by dry weight as active ingredient obtained from guar or plantago. The tacking agent shall be labeled indicating the type and mucilage purity.

The contractor shall have the tacking agent swell volume tested by an approved testing laboratory using the USP method. The standard swell volume shall be considered as 30 milliliters per gram. Material shall have a swell volume of at least 24 milliliters per gram. Certified laboratory test results for homogenous consistency shall be furnished to the Project Engineer for each shipment of tacking agent to be used on project areas. Tacking agent rates shall be adjusted to compensate for swell volume variation. Material tested with lesser swell volume shall have the tacking agent rate increased by the same percentage of decrease in swell volume from the standard 30 milliliters per gram. Material tested with greater volume may reduce tacking agent rates by the same percentage of increase in swell volume from the standard 30 milliliters per gram. Tacking agent shall be pure material without starches, bentonite, or other compounds that would alter the swell volume test results of mucilage, or the effectiveness of the tacking.

Straw Mulch:

General:

Straw mulch shall be from the current season's crop. A letter of certification from the supplier shall be required stating that the straw was baled less than 12 months from the delivery date.

All straw, including hydraulically applied straw, shall be free from noxious weeds in compliance with the standards and procedures of the North American Weed Management Association (NAWMA) or the Arizona Crop Improvement Association (ACIA). The contractor shall provide documentation, including a transit certificate, and appropriate labels and/or marking twine, from the ACIA or NAWMA that straw materials to be used for mulch are free of noxious weeds. The straw shall be accompanied by the certification, labels and/or marking twine at the time of delivery to the project site. Straw delivered to the project without such information will be rejected, and promptly removed from the project.

Rye straw and oat straw will not be acceptable.

Straw Mulch for Hydraulic Application:

Hydraulically applied straw mulch shall be wheat or rice straw processed to various particle sizes, mixed with water and tacking material, and applied as a non-clogging slurry using a hydroseeder. A minimum of 70 percent of the wheat or rice straw in the mix shall be not less than 1/2 inch ± 1/4 inch in length. Straw particles may be longer provided that the particles can be used with the selected

hydroseeder without clogging. Hydraulically applied straw mulch, as furnished by the manufacturer, may contain up to 10 percent paper or cotton materials in dry weight, as well as 5 to 20 percent of wood fiber in dry weight. The combined dry weight percentage of paper, cotton, and wood fiber materials together shall be not less than 15 percent nor more than 30 percent of the hydraulically applied straw mulch.

Hydraulically applied straw mulch material from the following sources shall be acceptable:

Hydra Matrick
North American Green
5401 St Wendel-Cynthia Road
Poseyville, IN 47633
Phone: 1-800-772-4297

Hydro Straw
Hydrostraw LLC
3676 W 9000 N Road
Manteno, IL 60950
Phone: 1-800-545-1755

Shot Straw
Rio Ranches LLC
PO Box 156
Palo Verde, AZ 85343
Phone: 602-680-8320

DuraBlend 361
PrimeOne Products LLC
PO Box 30816
Spokane, WA 99223
Phone: 509-981-8555

Chemical Fertilizer and Sulfur:

Fertilizer shall be composed of a mixture of one part sulfur-coated urea 25-4-8, one part monammonium phosphate 11-52-0, and one part methylene urea 38-0-0. The sulfur-coated urea, a blended fertilizer 25-4-8, shall have approximately 80 percent of the nitrogen defined as slow release, and contain 5 percent Iron, 10 percent sulfur and trace amounts of zinc and manganese. The result shall be a 24-18-2 chemical blended fertilizer, as specified herein.

Chemical fertilizer and sulfur shall be applied at the rate of 200 pounds each per acre. Compost shall be applied at the rate of 15 cubic yards per acre.

Water:

Water shall be free of oil, acid, salts or other substances which are harmful to plants. The source shall be as approved by the Project Engineer prior to use.

Compost:

Compost shall consist of composted organic vegetative materials. Prior to being furnished on the project, compost mulch samples shall be tested for the specified microbiological and nutrient conditions, including maturity and stability, by a testing laboratory approved for testing of organic materials. Such testing shall

have been performed within six months of time the compost is to be furnished to the project. Written test results shall be submitted to the Project Engineer for approval.

Compost material shall be dark brown in color with the parent material composted and no longer visible. The structure shall be a mixture of fine and medium size particles and humus crumbs. The maximum particle size shall be within the capacity of the contractor's equipment for application to the constructed slopes. The odor shall be that of rich humus with no ammonia or anaerobic odors.

Compost shall also meet the requirements of the following Table:

Cation Exchange Capacity (CEC)	Greater than 50 meq/100 g
Carbon:Nitrogen Ratio	Less than 20:1
pH (of extract)	6.0 – 8.5
Organic Matter Content	Greater than 25%
Total Nitrogen (not added)	Greater than 1%
Humic Acid	Greater than 5%
Maturity Index	Greater than 50% on Maturity Index at a 10:1 ratio
Stability	Less than 100 mg O^2/Kg compost dry solids – hour

(b) Construction Requirements:

Seeding Operations:

At least two weeks prior to beginning seeding, the contractor shall complete and submit a batch mix and seed application form to the Project Engineer for approval. The batch mix form will be supplied by the Project Engineer.

The contractor shall notify the Project Engineer at least two days prior to commencing any phase of seeding operations for the remainder of the project.

The equipment and methods used to distribute seeding materials shall provide an even and uniform application of seed, mulch, and other materials at the specified rates.

Unless specified otherwise in the Special Provisions, seeding operations shall not be performed on undisturbed soil outside the clearing and grubbing limits of the project or on steep rock cuts.

The contractor shall coordinate the seeding operations with the grading operations to determine mobilization frequency as embankment and cut slopes are finished throughout the duration of the project. Seeding shall be done during suitable weather and soil conditions for tillage and placement of materials. Seeding operations shall not be performed when wind exceeds 10 miles per hour or, if in the opinion of the Project Engineer, conditions would prevent uniform application of materials or would carry seeding materials into areas not designated for seeding.

The contractor shall not expose an area greater than 750,000 square feet at any one location within the project limits until the seeding proposed for that portion of the project has been installed and accepted by the Project Engineer. Seeding shall be accomplished within 14 days after slopes and disturbed areas have been completed.

Tillage:

Where equipment can operate, the area to be seeded shall be prepared with a ripper bar, chisel plow, or with other devices to provide thorough soil cultivation to the depth specified below.

For areas too steep to be prepared for seeding after the slope has been completed, as determined by the Project Engineer, tillage shall be accomplished with appropriate equipment as the slope is being constructed. On slope areas, all tillage shall be directional along the contours of the areas involved. All areas which are eroded shall be restored to the specified condition, grade, and slope as directed prior to seeding.

Cut slopes shall be prepared with ridges and deep tillage, or shall be mini-benched. On fill slopes, the operations shall be conducted in such a manner as to form minor ridges thereon to assist in retarding erosion and favor germination of the seed.

Cut slopes shall be tilled to a six-inch minimum depth. All slopes steeper than 3:1, and areas which could potentially be affected by underground utilities, shall be tilled to a minimum 6 inches in depth, and left in a roughened condition as they are constructed.

Tillage shall be a minimum of two inches in depth for the first ten feet from the edge of pavement, including shoulder build-up areas.

Care shall be taken during the seeding operations to prevent damage to existing trees and shrubs in the seeding area.

Tillage may require passing the equipment over the area several times to provide thorough soil cultivation. Furrows from tillage shall be no more than 12 inches

apart. No work shall be done when the moisture content of the soil is unfavorable to tillage.

All competitive vegetation shall be uprooted prior to seeding and the soil shall be left in a friable roughened condition free of clods or large stones over four inches in any dimension, and other foreign material that would interfere with the seeding operation. Exposed stones larger than four inches shall be removed and disposed of in an approved manner prior to grading and seeding.

Regardless of the method of seeding application, all areas prepared with tilling shall have chemical fertilizer and soil amendments (sulfur and compost) uniformly applied and incorporated into the soil prior to final tillage and seeding.

Chemical fertilizer and sulfur shall be applied at the rate of 200 pounds each per acre. Compost shall be applied at the rate of 15 cubic yards per acre.

Unless otherwise approved by the Project Engineer, bulk compost shall be applied, using broadcast methods, to all areas where equipment can be operated. For areas where bulk compost cannot be applied by broadcast methods, as determined by the Project Engineer, compost shall be applied hydraulically at the rate of 1,500 pounds per acre. Compost may be combined with seed in the same slurry. Sulfur and fertilizer shall be applied separately.

Slopes 3:1 and flatter shall have fertilizer, sulfur, and compost tilled into a minimum of the top four inches of the surface. Slopes steeper than 3:1 shall have fertilizer, sulfur, and compost uniformly broadcast for incorporation into the soil as directed by the Project Engineer. Fertilizer and sulfur shall not be applied hydraulically to any seeded areas.

For mini-benched slopes, fertilizer, compost, and sulfur shall be applied ~~to~~ at the specified rates with no tillage or incorporation.

(c) Seeding:

General:

Drill seeding with straw mulch shall be considered as the preferred method of seed application when practicable. Unless otherwise approved by the Project Engineer, drill seeding shall be used for all areas with slopes of 3:1 or less.

Hydroseeding shall be the alternative method for seed distribution for slopes in excess of 3:1, and where drill seeding is not practicable or suitable for soil conditions and seed types, as determined by the Project Engineer.

Seeds not suitable for drill seeding and hydroseeding methods shall be broadcast manually. Areas to be seeded manually shall be completed after the final soil tillage and prior to any drill or hydroseeding.

Straw mulch or hydraulically applied straw mulch shall be applied on all seeded areas within 24 hours of seed application. Seeding application shall be accomplished prior to application of straw mulch or hydraulically applied straw mulch. Combining the seed application process with the mulching process will not be acceptable.

Unless otherwise specified in the Special Provisions, Class II seeding areas shall not be watered after planting.

Drill Method:

After the tillage and incorporation of fertilizer, sulfur, and compost is completed and accepted by the Project Engineer, seed shall be planted with a drill seeder capable of accurately metering the specific seed mix. Use of a drill seeder shall not damage the prepared seedbed, and shall provide a soil cover over the planted seed.

Seed shall be planted approximately 1/4 inch deep, with a maximum depth of 1/2 inch. The distance between the furrows produced using the drill process shall not be more than eight inches. If the furrow openers on the drill exceed eight inches, the area shall be drilled twice. Seeding shall be done with grass seeding equipment with double disc openers, depth bands, packer wheels or drag chains, rate control attachments, seed boxes with agitators and separate boxes for small seed. Seed of different sizes shall be sowed from at least two separate boxes adjusted or set to provide the planting rate as specified.

Hydroseed Method:

Areas and seed types not suitable for drill-seeding, as determined by the Project Engineer, shall be hydroseeded. The contract-specified seed shall be applied in a slurry containing 200 pounds of thermally-refined wood fiber and a minimum of 40 pounds tacking agent per acre. Seed shall not be in the slurry for more than 30 minutes. Hydroseeded areas shall also be mulched within 24 hours of application of the seed.

Manual Application:

Manually applied seeds shall be broadcast evenly to produce uniform distribution over the seeded areas.

Applying Straw Mulch:

General:

Within 24 hours after each area is planted, straw mulch shall be uniformly applied at the minimum rate of 2 1/2 tons per acre for areas to be crimped and tacked, and minimum two tons per acre for tacked-only areas. Except for shoulder build-up areas, and unless otherwise specified by the Project Engineer, straw mulch shall be applied to all seeded areas. Areas to receive hydraulically applied straw mulch, if directed by the Project Engineer, shall be mulched.

During seeding and mulching operations, care shall be exercised to prevent drift and displacement of materials. Mulch material which is placed upon trees and shrubs, roadways, structures, and upon any areas where mulching is not specified, or which is placed in excessive depths on mulching areas, shall be removed as directed. Mulch materials which are deposited in a matted condition shall be loosened and uniformly spread to the specified depth over the mulching areas. Any unevenness in materials shall be immediately corrected by the contractor. In addition, the contractor shall minimize production of dust or other airborne particulate matter during application of straw mulch, either by moistening the straw, modifying equipment with misters, or through other means approved by the Project Engineer.

Except as specified in the next paragraph, straw mulch applied to seeded areas shall be immediately affixed by crimping and tacking after application. No mulch shall be applied to seeding areas which cannot be crimped and/or tacked by the end of each day. Any drifting or displacement of mulch before crimping and/or tacking shall be corrected by the contractor at no additional cost to the Department.

Crimping shall not be required for areas that are steeper than 3:1. Crimping may also be waived, when specifically directed by the Project Engineer, for drill seeded or hydroseeded areas with rocky conditions or other areas deemed unsuitable by the Project Engineer for crimping. Straw mulch applied to such areas shall only be tacked.

Prior to the application of a tacking agent, protective covering shall be placed on all structures and objects where stains would be objectionable. All necessary precautions shall be taken to protect the traveling public and vehicles from damage due to drifting spray.

Anchorage by Crimping:

Crimping shall be required for all straw mulched areas. Straw mulch shall be anchored into the soil with a heavy disc. Discs shall be flat and serrated, with at least 1/4 inch thickness having dull edges, and spaced no more than nine inches apart. Straw mulch shall be anchored to a depth of at least two inches and shall not be covered with an excessive amount of soil. Anchoring operations shall be across the slopes where practical, with no more than two passes of the anchoring equipment. Immediately following the crimping operation, the crimped area shall be tacked as specified below.

Anchorage by Tacking:

Straw mulch shall be anchored by tacking, using a slurry consisting of a minimum of 150 pounds of tacking agent, 500 pounds of thermally refined wood fiber mulch, and 300 gallons of water per acre. The contractor may increase the quantities of components to ensure the stability of the straw mulch to provide erosion control during the 45 calendar-day maintenance period at no additional cost to the Department.

Hydraulically Applied Straw Mulch with Tacking Agent:

Areas seeded but not practical for straw mulch, as determined by the Project Engineer, shall have hydraulically applied straw mulch with tacking agent applied at the variable rates shown in the table below.

Slope (H:V)	**Hydraulically Applied Straw Mulch (Pounds per acre)**	**Tacking agent (Pounds pure mucilage per acre)**
Flat to 6:1	2,000	150
From greater than 6:1 to 3:1	2,500	150
Greater than 3:1	3,000	200
Erosive Soil Slopes or Highly Erosive Areas*	3,500	250
*As determined by the Project Engineer		

The contractor shall submit a batch (tank) mix quantity schedule for mulch application to the Project Engineer for approval prior to mixing hydraulically applied straw mulch and tacking agent in a slurry. Batch mixing and coverage will be monitored throughout the seeding operations. The contractor shall coordinate the mixing and application operations with the Project Engineer in advance of all mixing. Fertilizer or seed shall not be mixed into any slurry for temporary erosion control mulch application.

Seeding Acceptance:

After application the Project Engineer will inspect seeded areas or sub-areas for conformance to the contract requirements. The contractor shall correct, to the satisfaction of the Project Engineer, any areas not conforming to the specifications. The 60-day maintenance period will begin upon acceptance of the area by the Project Engineer.

The contractor shall maintain and stabilize each area or sub-area, including shoulder build-up areas, for a minimum period of 60 calendar days after application of the seeding and mulching materials, and acceptance by the Project Engineer. Any areas damaged from erosion, or that have less than 90 percent of applied mulch remaining, shall be re-seeded, re-mulched, and re-tacked at no additional cost to the Department.

Method of Measurement:

Seeding will be measured by the acre, to the nearest one acre of ground surface seeded. Measurements will be along the ground surface for the areas seeded and mulched, as approved by the Project Engineer.

Basis of Payment:

The accepted quantities for Seeding, measured as provided above, will be paid in two phases corresponding to the application stage and the 60 calendar-day maintenance stage.

Upon completion of the application stage and acceptance by the Project Engineer, the contractor will be paid 70 percent of the contract bid price per acre for the completed work. Such price will be considered full compensation for furnishing and applying the contract-specified seed mix, fertilizers, soil amendments, tillage, mulch materials, and tacking agent, all required testing, and all equipment and labor required to complete the work as specified herein.

Upon completion of the 60 calendar-day maintenance stage, and acceptance by the Project Engineer, the contractor will be paid 30 percent of the contract bid price per acre for the completed work. Such price will be considered full compensation for seeding maintenance, including all equipment, labor, and materials required to correct deficiencies in seeded, mulched areas, as specified herein.

No measurement or payment will be made for the mobilizations required to apply and stabilize the seeding for each area or sub-area, as specified herein, the cost being considered as included in the contract price for Seeding.

An adjustment to the contract will be made if a contractor-requested seed substitution is approved.

108 COMMENCEMENT, PROSECUTION AND PROGRESS

Section 108.3 Correspondence to the Contractor

ADD the following:

It is understood and agreed that all work under this Contract shall commence within fourteen (14) calendar days of the Notice to Proceed and shall be entirely completed in one hundred and twenty-five (125) calendar days from issuance of Notice to Proceed.

201 CLEARING AND GRUBBING

Section 201.1 Description

REMOVE in its entirety and REPLACE with the following:

This work shall consist of removing objectionable material from the right-of-way, easements, all areas to be graded, and such other areas as may be specified in the special provisions. Clearing and grubbing shall be performed in advance of grading operations.

Section 201.3 Construction Methods

REMOVE the eighth paragraph in its entirety and REPLACE with the following:

All brush, limbs, roots, vegetation, concrete and other debris removed in clearing and grubbing shall be completely removed from the project and properly disposed of.

The 65 pecan trees, marked for removal on the plan sets, shall be removed from the project and relocated to the property of the adjacent land owner.

220 RIPRAP CONSTRUCTION

Section 220.5

ADD the following:

Section 220.5a Dumped Riprap

Dumped riprap shall be installed in at the locations and in accordance with the details on the plans. Stone shall be sound and durable, free from seams and coatings, and of such characteristic that it will not degrade in water. Waste concrete may not be used. All stones shall be angular, with rough surface

texture. Stone size shall be in accordance with the gradations shown on the plans. Thickness of any dumped riprap layer is to be at least twice the D_{50} as shown on the plans. Stone color shall match color of existing stone or as approved by the Project Engineer.

Contractor is to provide a sample of at least one cubic yard of rip rap on the site for approval by the Project Engineer prior to placing rip rap. The sample shall be representative of the gradation, stone soundness, angularity, etc, of the rock to be supplied for the job. Once the sample is approved by the Project Engineer, all subsequent rock supplied shall be from the same source. Additional samples will be required if the source of the rock changes during construction.

Section 220.6

ADD the following:

Grouted riprap shall be installed at the locations and in accordance with the details on the plans. Stone shall be sound and durable, free from seams and coatings, and of such characteristic that it will not degrade in water.

Contractor is to provide a sample of at least one cubic yard of rip rap on the site for approval by the Project Engineer prior to placing rip rap. The sample shall be representative of the gradation, stone soundness, angularity, etc, of the rock to be supplied for the job. Once the sample is approved, all subsequent rock supplied shall be from the same source. Additional samples will be required if the source of the rock changes during construction.

Section 220.8 Payment

ADD the following:

Payment for Dumped and/or Hand-Placed Grouted Rip Rap shall be made at the unit bid price per square foot and shall include, but not be limited to, surface preparation, grout, filter fabric, and other materials, labor, equipment, maintenance, and any incidentals thereto, in order to complete the work in accordance with the Standard Specifications.

310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

Section 310.2 Placement and Construction

REMOVE the first paragraph and REPLACE with the following

New base course shall be an aggregate base material per MAG Standard Specifications, Section 702, and placed in accordance with MAG Standard Specifications, Sections 310 and 601, in lifts not to exceed six (6) inches, to a

relative density of not less than 100% of the standard proctor value. If base material exceeds the allowable moisture content, it shall be removed, reworked, or replaced with new material at no additional cost to the County.

350 REMOVAL OF EXISTING IMPROVEMENTS

Section 350.2.2 Others

ADD the following:

Any land values damaged or relocated during construction will be the responsibility of the Contractor to replace and/or restore to its original value before completion of the project at no cost to the County. Existing improvements, such as landscaping, irrigation, fences, concrete structures, gravel driveways, mail boxes, or other improvements within the project limits, shall be left, removed, replaced, or relocated, as shown on the plans and/or as determined by the Project Engineer.

All paved areas and concrete shown for removal on the plans, or as designated by the Project Engineer, shall be saw-cut removed in such a manner that the remaining improvements are not damaged. Unsuitable materials, such as broken concrete that is to be removed cannot be used as fill for this project and shall be promptly removed from the project area to the landfill or an approved disposal site. Removal of unsuitable materials is incidental to the lump sum price for removal of existing improvements, and no additional payment will be made.

Burning of combustible material will not be permitted. Trees within the excavation area may be removed for fuel wood purposes; any remaining combustible material shall be removed from the project. The right-of-way shall be left with a neat and finished appearance.

All landscaping and irrigation shown for removal on the plans, or as designated by the Project Engineer, shall be removed in such a manner that the remaining improvements are not damaged. All existing irrigation damaged during the course of work shall be repaired, relocated, and/or capped, per the direction of the Project Engineer. Unsuitable materials shall be promptly removed from the project area to the landfill or an approved disposal site. Removal or relocation of materials is incidental to the lump sum price for removal of existing improvements, and no additional payment will be made.

Existing signs shall be removed or relocated as shown on the plans and/or as determined by the Project Engineer.

All other incidental items not specifically addressed by the plans that are required to be removed for construction shall be disposed of or salvaged at the direction of the Project Engineer.

Restoration: It will be the responsibility of the Contractor to replace and/or restore any land values that are damaged or relocated during construction to their original value before completion of the project at no cost to the County.

Section 350.4 Payment

REMOVE in its entirety and REPLACE with the following

Payment for the removal of existing improvements, including, but not limited to, irrigation and signs, shall be paid at the lump sum bid price and shall include all materials, labor, equipment, maintenance, and any incidentals thereto, in order to complete the work in accordance with the Construction Drawings and Specifications for this project.

401 TRAFFIC CONTROL

Section 401.7

ADD the following:

Flagmen and Pilot Cars with Drivers will be measured and paid for by the hour for each individual, including vehicle and equipment, required to perform traffic control.

405 SURVEY MONUMENTS

Section 405.1 Description

ADD the following:

All efforts shall be made to protect survey monuments from damage. Monuments shall be: 1) re-established by a Registered Land Surveyor at the Contractor's expense if damaged or covered, and 2) located by a Registered Land Surveyor where noted on plans.

Any monuments uncovered or found during the course of construction shall not be disturbed or removed until observed, measured and referenced by the Project Engineer.

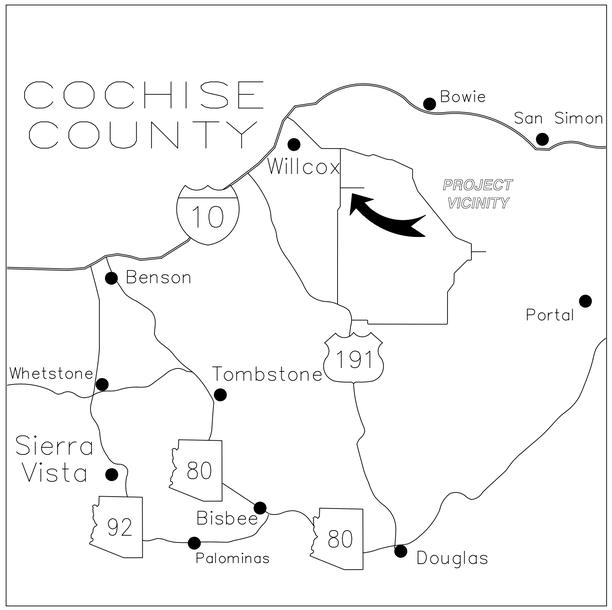
Replacement survey monuments shall be installed per MAG Section 405. All survey information necessary for the installation of the survey monuments shall be provided by the Contractor. Removal of existing survey monuments shall be considered incidental, and no additional payment will be made for this item.

ROBBS RD

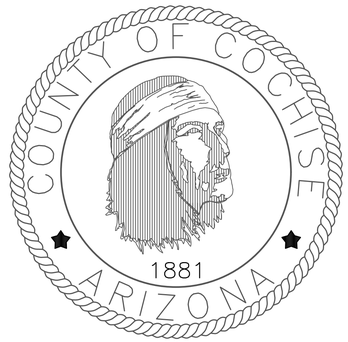
PROJECT # GR005
(IFB)-20-09-ENG-01

T15S R25E
T15S R26E

COCHISE COUNTY, ARIZONA



VICINITY MAP
N.T.S.



BOARD OF SUPERVISORS

PEGGY JUDD (CHAIRMAN)
ANN ENGLISH (VICE CHAIRMAN)
THOMAS E. BORER

LOCATION MAP
N.T.S.

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD
SHEET TITLE: COVER SHEET

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer's Certificate No. 59255 BRADLEY A. SIMMONS Signed 6/12/19 ARIZONA U.S.A. Expires 3/31/21

DATE: 06/11/2019
SCALE: NTS

MATCH LINE - STA. 22+00.00

MATCH LINE - STA. 33+00.00

Area to be Seeded in Drainage Way to Include Foreslope, Backslope & Bottom

Ex. Conc. in Drn. Way to be Removed STA 25+95 Refer to Standards and Specifications

Power Pole to be Relocated Near R/W Line by Utility Company STA 26+76

Dr. Way Type A STA 26+81.00

Ex. 24" CMP Pipe to be Removed STA 26+81

Ex. Conc. Aqueduct to be Removed from STA 26+26 to 51+32

Angle Point
Sta. 32+00.00
N: 29364.94
E: 241187.16

Ex. R/W

Section Line

Cons. ℄

ROBBS RD

N89° 13' 32"E 1000.00'

N89° 13' 32"E 999.97'

S89° 58' 42"E 1900.15'

S89° 58' 42"E 1900.00

P.H. No. 4

SN/OBJECT-MARKER-3

2 L-ST/SN-ENTRANCE-ONION-SHED

Dr. Way Type A STA 27+00.00

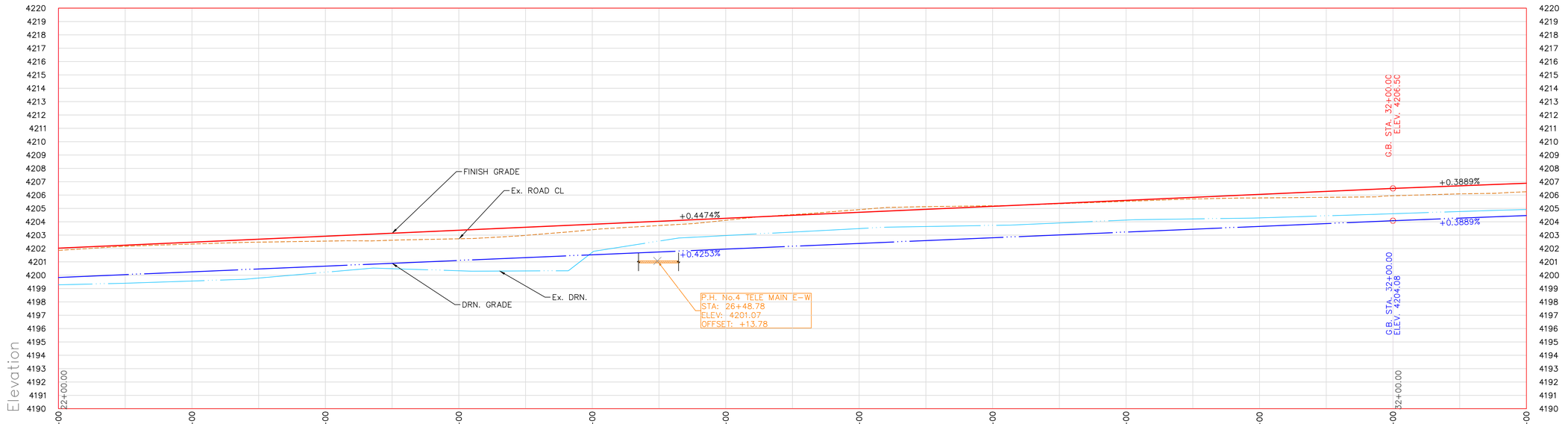
Dr. Way Type C STA 30+85.00

Ex. 4 Strand Barbed Wire to be Removed from STA 0+47 to 26+48

New 4 Strand Game Fence at R-W from STA 0+47 to 26+48

ADVERTISEMENT SIGN TO BE REMOVED AND RELOCATED ON PRIVATE PROPERTY BY PROPERTY OWNER

0 40' 80'



Centerline Profile	Ex. 4201.86	F.G. 4202.03	Ex. 4202.34	F.G. 4202.47	Ex. 4202.55	F.G. 4202.92	Ex. 4202.73	F.G. 4203.37	Ex. 4203.41	F.G. 4203.82	Ex. 4204.12	F.G. 4204.26	Ex. 4204.91	F.G. 4204.71	Ex. 4205.20	F.G. 4205.16	Ex. 4205.53	F.G. 4205.61	Ex. 4205.79	F.G. 4206.05	Ex. 4205.95	F.G. 4206.50	Ex. 4206.25	F.G. 4206.89
Drainageway Profile	Ex. 4199.28	F.G. 4199.83	Ex. 4199.56	F.G. 4200.25	Ex. 4200.22	F.G. 4200.68	Ex. 4200.33	F.G. 4201.10	Ex. 4201.71	F.G. 4201.53	Ex. 4202.97	F.G. 4201.95	Ex. 4203.49	F.G. 4202.38	Ex. 4203.73	F.G. 4202.80	Ex. 4204.13	F.G. 4203.23	Ex. 4204.29	F.G. 4203.65	Ex. 4204.60	F.G. 4204.08	Ex. 4204.92	F.G. 4204.47

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: PLAN AND PROFILE

COCHISE COUNTY
ENGINEERING &
NATURAL RESOUCES
DEPARTMENT

DESIGN BY: S. PARRA

DRAWN BY: A. REYES

CHECKED BY: J. WATKINS

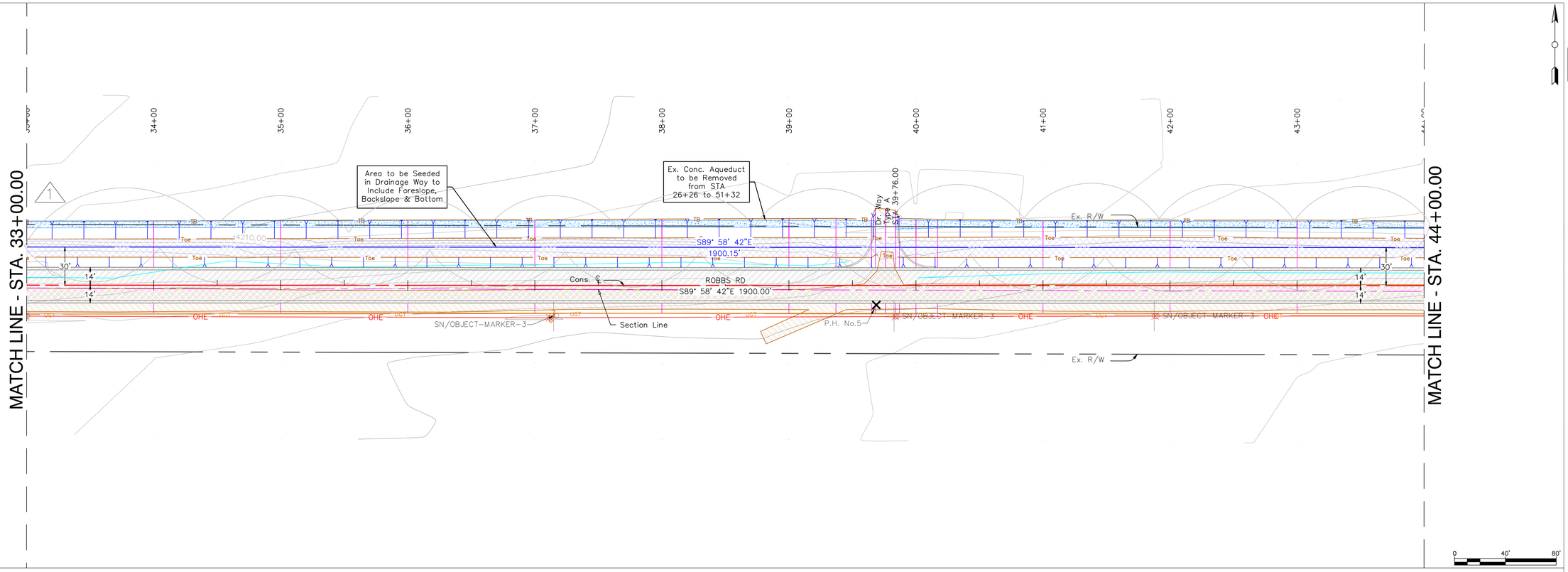
APPROVED BY: B. SIMMONS

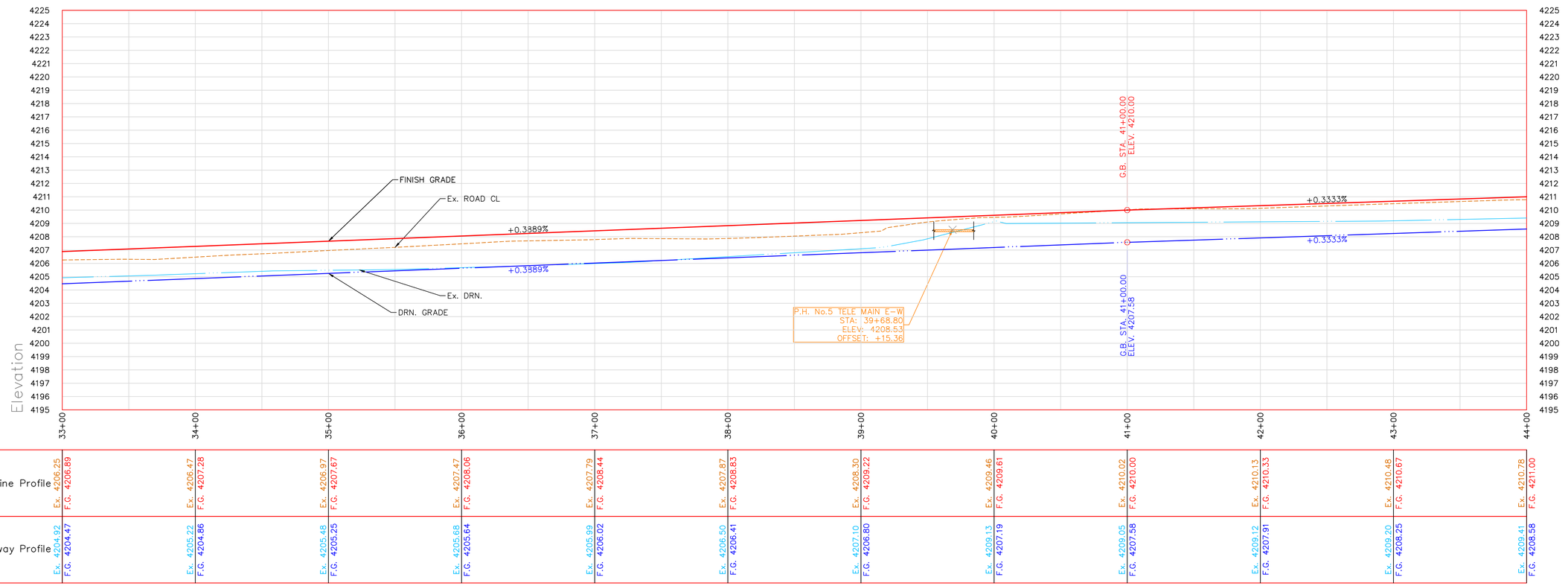
CERTIFICATE 59255 BRADLEY A. SIMMONS Registered Professional Engineer ARIZONA U.S.A. Expires 3/31/21

DATE: 06/11/2019

SCALE: 1"=40'

SHEET 7 OF 24





	33+00	34+00	35+00	36+00	37+00	38+00	39+00	40+00	41+00	42+00	43+00	44+00
Centerline Profile	Ex. 4206.25 F.G. 4206.89	Ex. 4206.47 F.G. 4207.28	Ex. 4206.97 F.G. 4207.67	Ex. 4207.47 F.G. 4208.06	Ex. 4207.79 F.G. 4208.44	Ex. 4207.87 F.G. 4208.83	Ex. 4208.30 F.G. 4209.22	Ex. 4209.46 F.G. 4209.61	Ex. 4210.02 F.G. 4210.00	Ex. 4210.13 F.G. 4210.33	Ex. 4210.48 F.G. 4210.67	Ex. 4210.78 F.G. 4211.00
Drainageway Profile	Ex. 4204.92 F.G. 4204.47	Ex. 4205.22 F.G. 4204.86	Ex. 4205.48 F.G. 4205.25	Ex. 4205.68 F.G. 4205.64	Ex. 4205.99 F.G. 4206.02	Ex. 4206.50 F.G. 4206.41	Ex. 4207.10 F.G. 4206.80	Ex. 4209.13 F.G. 4207.19	Ex. 4209.05 F.G. 4207.58	Ex. 4209.12 F.G. 4207.91	Ex. 4209.20 F.G. 4208.25	Ex. 4209.41 F.G. 4208.58

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES
1-800-782-5348

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: PLAN AND PROFILE

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA

DRAWN BY: A. REYES

CHECKED BY: J. WATKINS

APPROVED BY: B. SIMMONS

CERTIFICATE 59255 BRADLEY A. SIMMONS Registered Professional Engineer ARIZONA U.S.A. Expires 3/31/21

DATE: 06/11/2019

SCALE: 1"=40'

SHEET 8 OF 24

MATCH LINE - STA. 44+00.00

MATCH LINE - STA. 55+00.00

Area to be Seeded in Drainage Way to Include Foreslope, Backslope & Bottom

Ex. Conc. Aqueduct to be Removed from STA 26+26 to 51+32

Ex. Conc. in Drn. Way to be Removed STA 52+66 Refer to Standards and Specifications

Ex. R/W

S89° 58' 42"E 1900.15'

S89° 58' 42"E 1900.00

Cons. ℄

Section Line

ROBBS RD

P.H. No.6

P.H. No.55

P.H. No.7

SN/OBJECT-MARKER-3

Angle Point
Sta. 51+00.00
N: 293464.22
E: 243087.16

Ex. 14" Irrigation Pipe to be Removed CL STA 52+48 from Lt. R/W Edge to Rt. R/W Edge

P.H. No.36

P.H. No.35

SN/NO-COUNTY-MAINT.

S WINDSONG LN

Dr. Way to be Removed STA 53+00.00

SN/E.ROBBS-RD/S.WINDSONG-LN

P.H. No.9

P.H. No.32

P.H. No.33

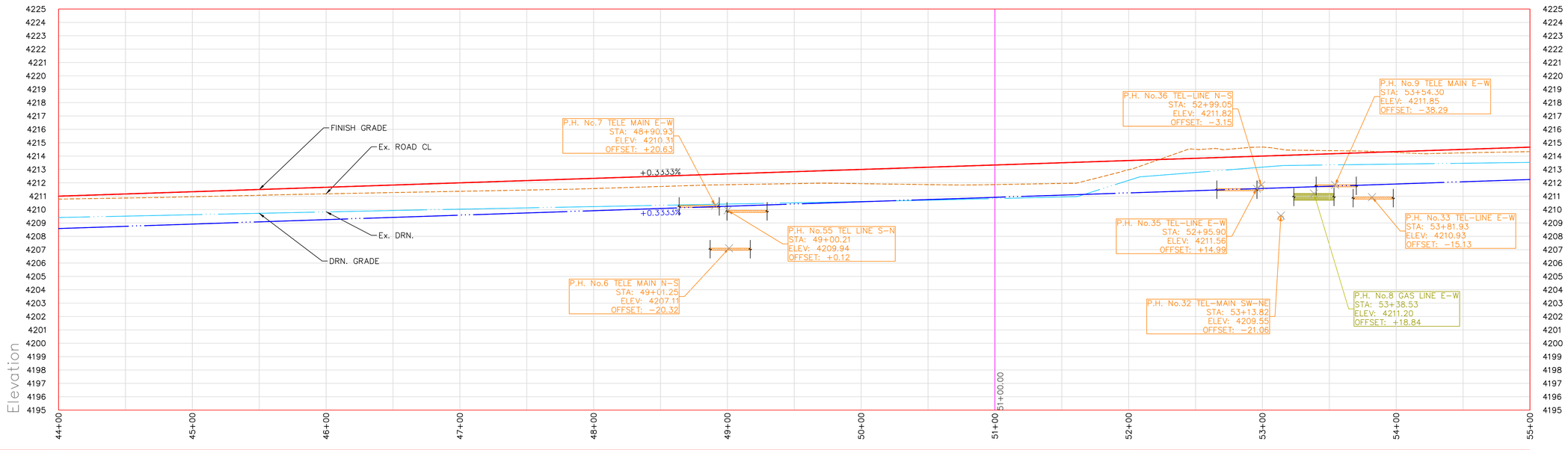
N89° 48' 54"E 499.99'

N89° 48' 54"E 500.00'

P.H. No. 8

FOUND G.L.O. A.C.P. SECTION CORNER
13 18
24 19
T.15S.,R.25E.
T.15S.,R.26E.

0 40' 80'



	44+00	45+00	46+00	47+00	48+00	49+00	50+00	51+00	52+00	53+00	54+00	55+00
Centerline Profile	Ex. 4210.78 F.G. 4210.78	Ex. 4210.96 F.G. 4210.96	Ex. 4211.18 F.G. 4211.18	Ex. 4211.37 F.G. 4211.37	Ex. 4211.57 F.G. 4211.57	Ex. 4211.86 F.G. 4211.86	Ex. 4211.94 F.G. 4211.94	Ex. 4211.87 F.G. 4211.87	Ex. 4212.98 F.G. 4212.98	Ex. 4214.68 F.G. 4214.68	Ex. 4214.27 F.G. 4214.27	Ex. 4214.33 F.G. 4214.33
Drainageway Profile	Ex. 4209.41 F.G. 4211.00	Ex. 4209.62 F.G. 4211.33	Ex. 4209.82 F.G. 4211.67	Ex. 4210.03 F.G. 4212.00	Ex. 4210.22 F.G. 4212.33	Ex. 4210.41 F.G. 4212.67	Ex. 4210.61 F.G. 4213.00	Ex. 4210.82 F.G. 4213.33	Ex. 4212.19 F.G. 4213.67	Ex. 4213.17 F.G. 4214.00	Ex. 4213.40 F.G. 4214.33	Ex. 4213.53 F.G. 4214.67

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

REVISIONS

PROJECT TITLE: ROBBS RD

SHEET TITLE: PLAN AND PROFILE

COCHISE COUNTY
ENGINEERING &
NATURAL RESOUCES
DEPARTMENT

DESIGN BY: S. PARRA

DRAWN BY: A. REYES

CHECKED BY: J. WATKINS

APPROVED BY: B. SIMMONS

CERTIFICATE 59255 BRADLEY A. SIMMONS Registered Professional Engineer ARIZONA U.S.A. Expires 3/31/21

DATE: 06/11/2019

SCALE: 1"=40'

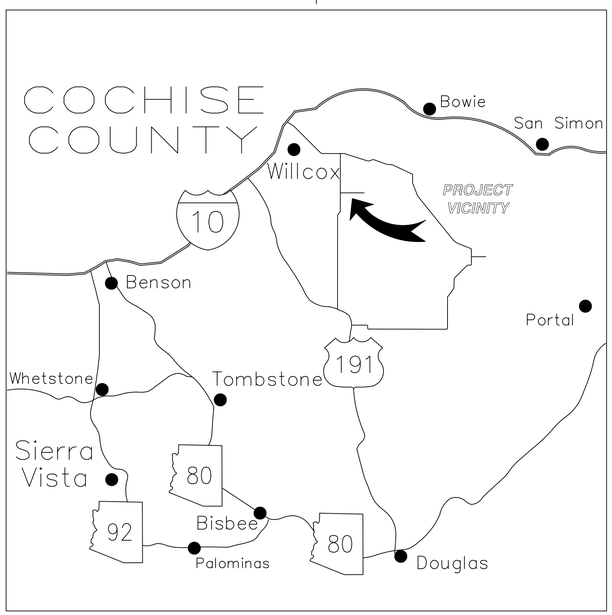
SHEET 9 OF 24

ROBBS RD

PROJECT # GR005
(IFB)-20-09-ENG-01

T15S R25E
T15S R26E

COCHISE COUNTY, ARIZONA



VICINITY MAP
N.T.S.

ROADWAY CROSS SECTIONS

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD
SHEET TITLE: COVER SHEET

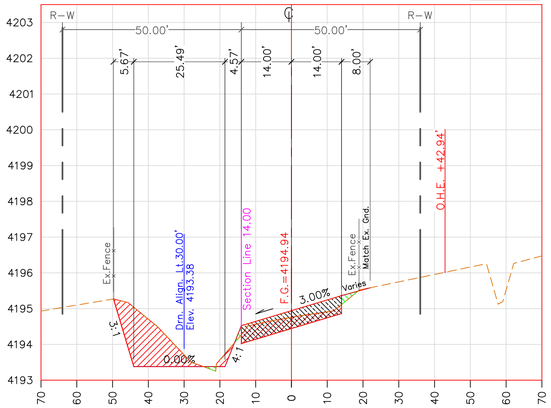
COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

CERTIFICATE NO. 59255 BRADLEY A. SIMMONS ARIZONA U.S.A. Expires 3/31/21

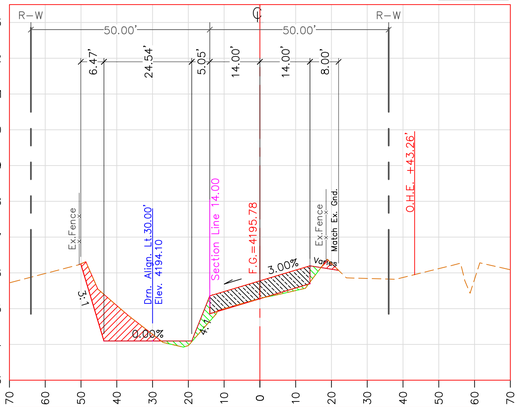
DATE: 06/11/2019
SCALE: NTS

2+00.00



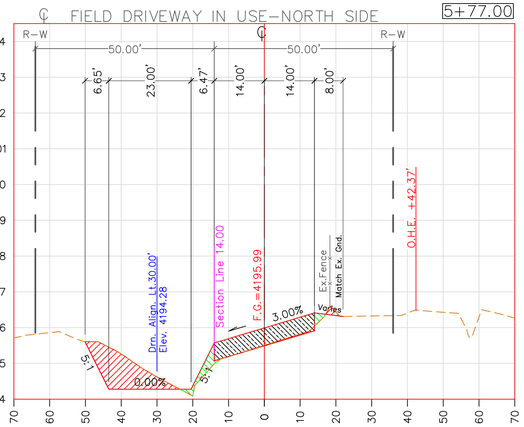
Total Volume at Station 2+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
29.48	1.06	124.52	2.15	223.20	2.26	220.94

5+00.00



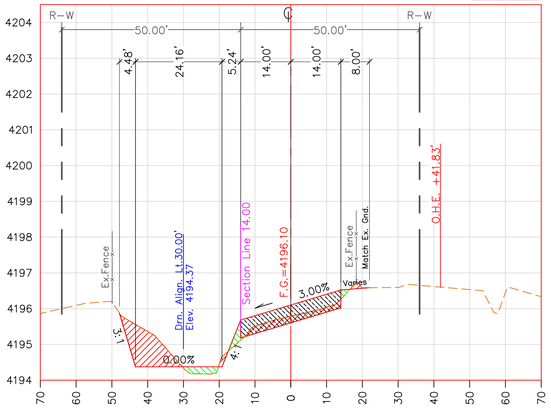
Total Volume at Station 5+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
15.58	4.29	61.15	14.41	452.08	33.75	418.32

℄ FIELD DRIVEWAY IN USE–NORTH SIDE 5+77.00



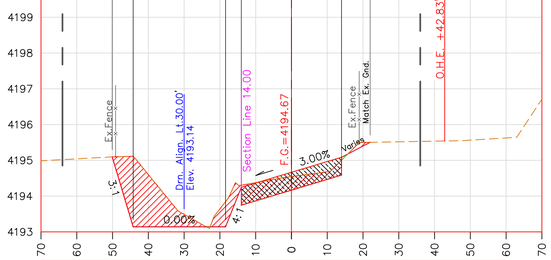
Total Volume at Station 5+77.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
16.50	3.03	7.05	1.48	509.78	45.72	464.05

6+17.00



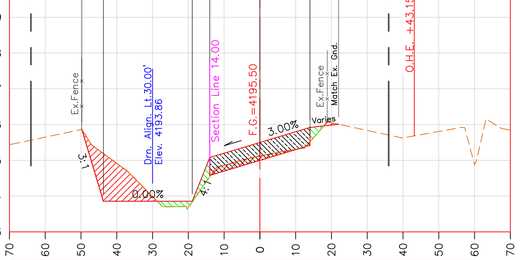
Total Volume at Station 6+17.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
16.78	3.07	10.62	1.81	535.45	49.78	485.67

1+00.00



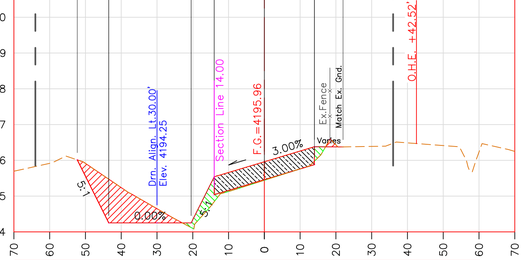
Total Volume at Station 1+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
37.76	0.10	98.68	0.11	98.68	0.11	98.57

4+00.00



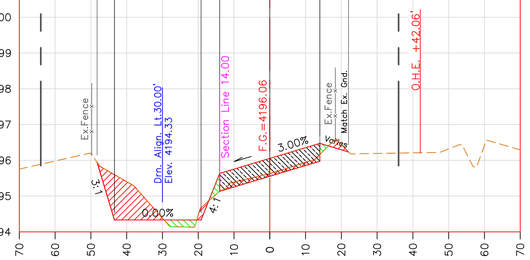
Total Volume at Station 4+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
17.44	3.49	72.71	10.79	390.93	19.35	371.58

5+66.00



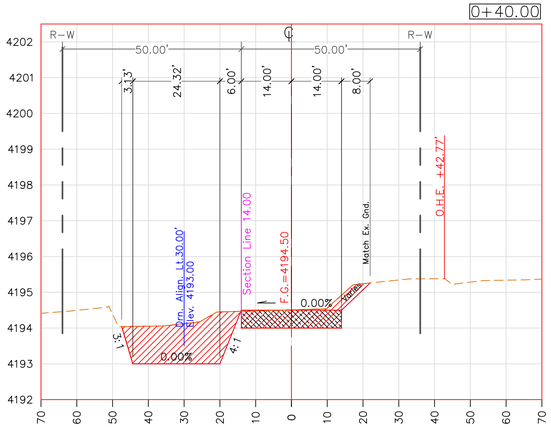
Total Volume at Station 5+66.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
18.11	4.26	23.01	4.60	502.72	44.24	458.49

6+00.00



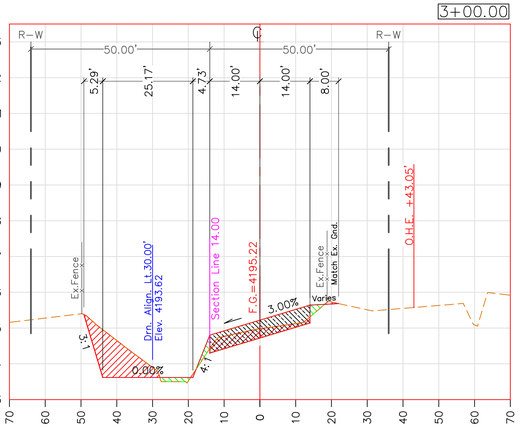
Total Volume at Station 6+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
16.95	2.69	7.90	1.14	524.83	47.97	476.87

0+40.00



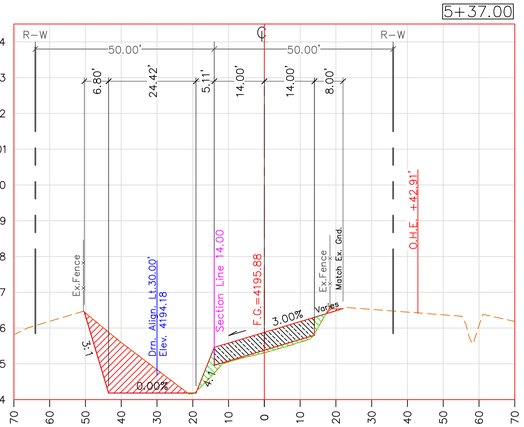
Total Volume at Station 0+40.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
51.06	0.00	0.00	0.00	0.00	0.00	0.00

3+00.00



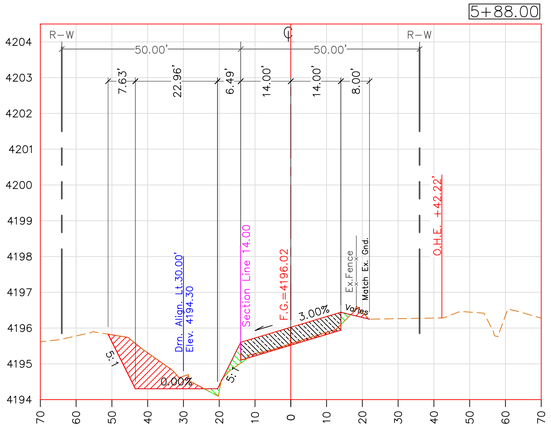
Total Volume at Station 3+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
21.82	2.34	95.02	6.29	318.22	8.56	309.66

5+37.00



Total Volume at Station 5+37.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
24.74	4.30	27.63	5.89	479.71	39.64	440.07

5+88.00



Total Volume at Station 5+88.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
18.62	2.42	7.15	1.11	516.93	46.83	470.10

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS			
#	BY	DESCRIPTION	DATE

PROJECT TITLE: ROBBS RD
SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer CERTIFICATE NO. 59255 BRADLEY A. SIMMONS Signed 06/11/19 ARIZONA U.S.A. Expires 3/31/21

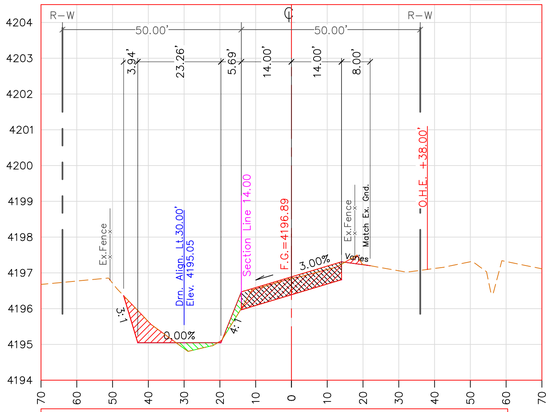
DATE: 06/11/2019
SCALE: 1"=20'

SHEET 1 OF 21

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

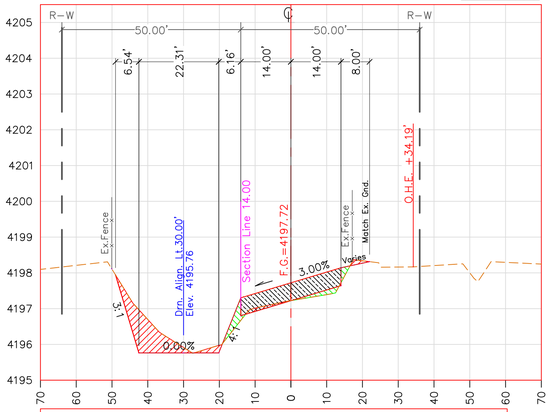
TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

9+00.00



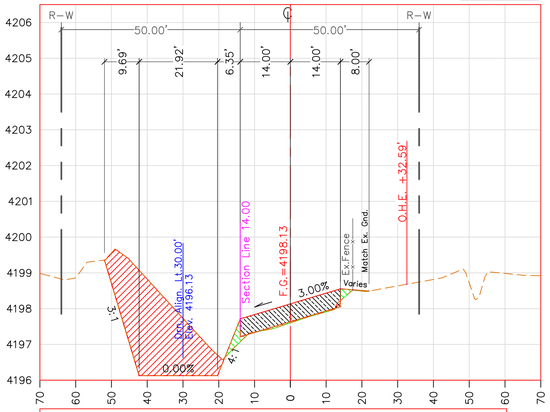
Total Volume at Station 9+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
18.49	2.82	67.01	11.59	717.94	82.69	635.25

12+00.00



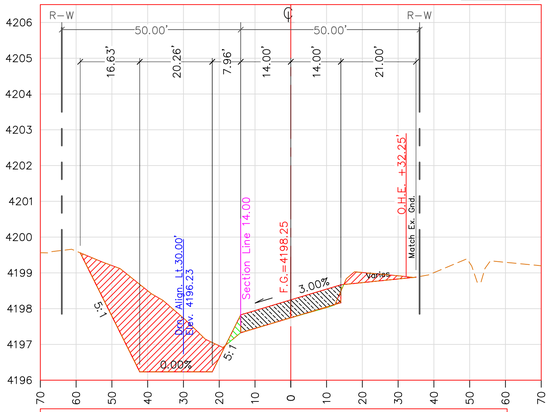
Total Volume at Station 12+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
13.46	3.31	50.03	18.87	881.56	133.55	748.01

13+30.00



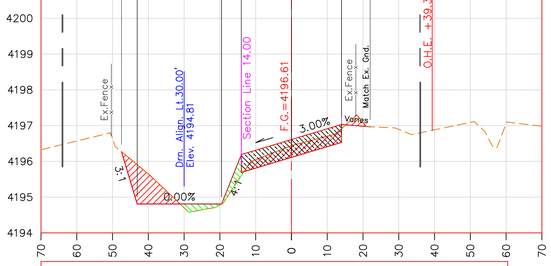
Total Volume at Station 13+30.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
55.36	2.75	41.77	2.84	1012.84	148.96	863.87

13+55.00



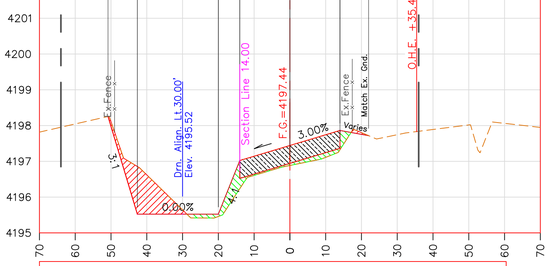
Total Volume at Station 13+55.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
59.88	1.26	20.99	0.57	1064.97	150.90	914.07

8+00.00



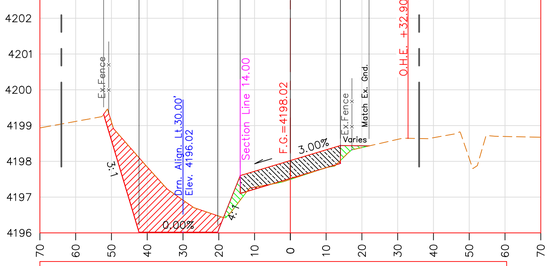
Total Volume at Station 8+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
17.70	3.44	63.86	11.96	650.92	71.10	579.82

11+00.00



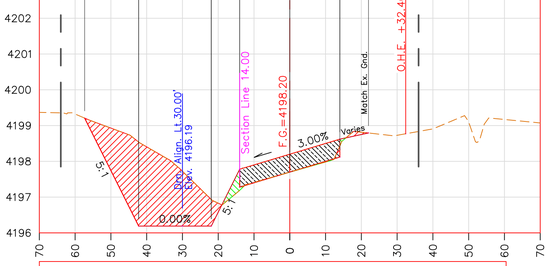
Total Volume at Station 11+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
13.56	6.88	52.23	19.75	831.53	114.67	716.85

13+05.00



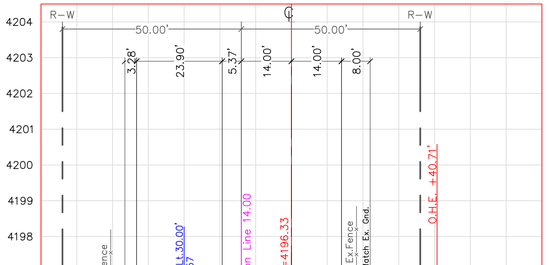
Total Volume at Station 13+05.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
34.86	3.37	6.15	0.60	971.07	146.13	824.94

℄ FIELD DRIVEWAY IN USE-NORTH SIDE 13+45.00



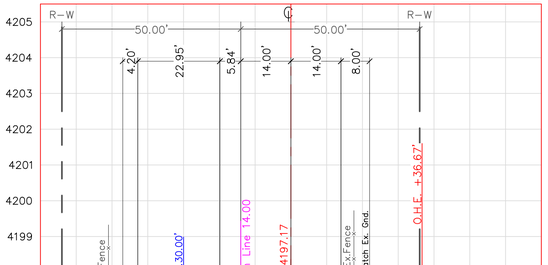
Total Volume at Station 13+45.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
53.49	1.84	22.74	0.95	1043.98	150.33	893.65

7+00.00



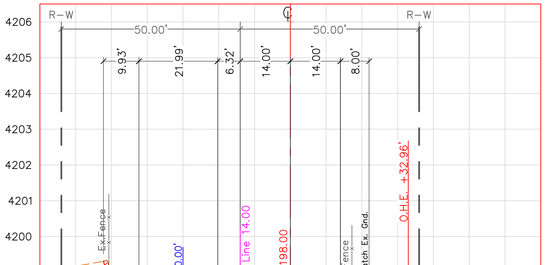
Total Volume at Station 7+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
16.79	3.02	51.61	9.36	587.06	59.15	527.91

10+00.00



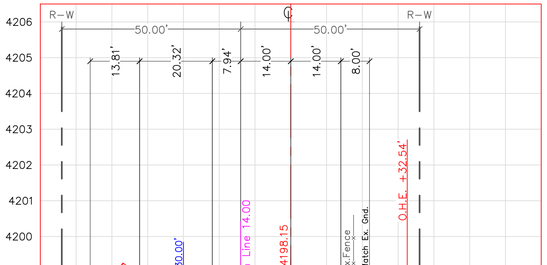
Total Volume at Station 10+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
14.64	3.78	61.37	12.23	779.30	94.92	684.38

13+00.00



Total Volume at Station 13+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
31.56	3.16	83.36	11.98	964.92	145.52	819.39

13+34.00



Total Volume at Station 13+34.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
58.12	2.83	8.41	0.41	1021.24	149.38	871.87

REVISIONS

#	BY	DESCRIPTION	DATE

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

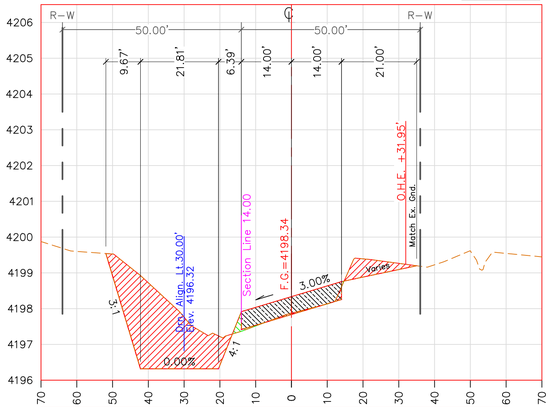
COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer
CERTIFICATE NO.
59255
BRADLEY A. SIMMONS
Signed
ARIZONA U.S.A.
Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

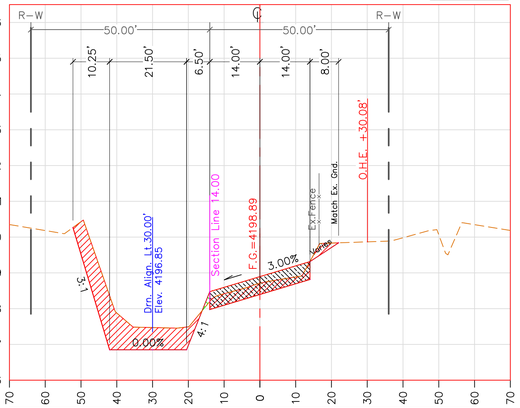
13+75.00



Total Volume at Station 13+75.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
56.91	0.91	19.85	0.39	1105.53	151.75	953.78

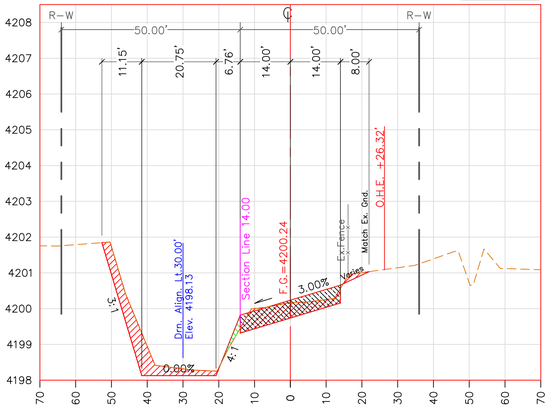
15+00.00



Total Volume at Station 15+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
37.62	0.29	157.91	1.68	1311.05	154.05	1157.00

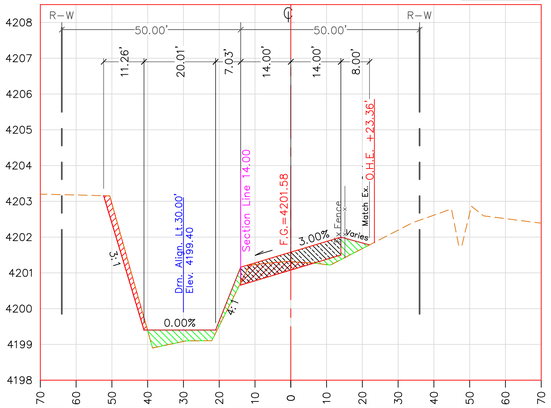
18+00.00



Total Volume at Station 18+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
26.08	0.93	116.56	2.74	1726.33	159.02	1567.31

21+00.00

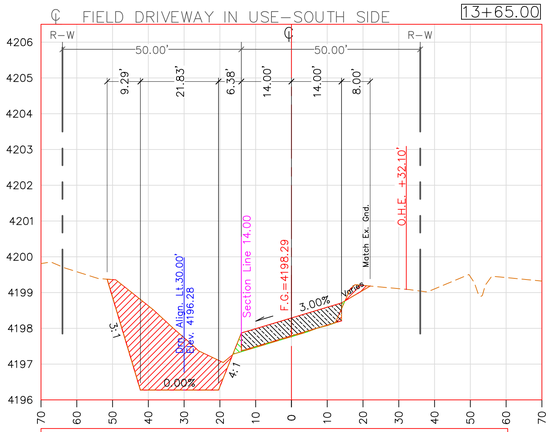


Total Volume at Station 21+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
10.64	11.77	44.27	34.76	1934.23	215.96	1718.26

℄ FIELD DRIVEWAY IN USE-SOUTH SIDE

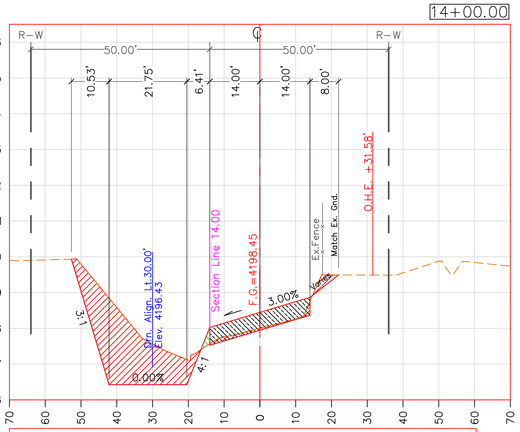
13+65.00



Total Volume at Station 13+65.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
50.29	1.21	18.47	0.41	1085.67	151.36	934.32

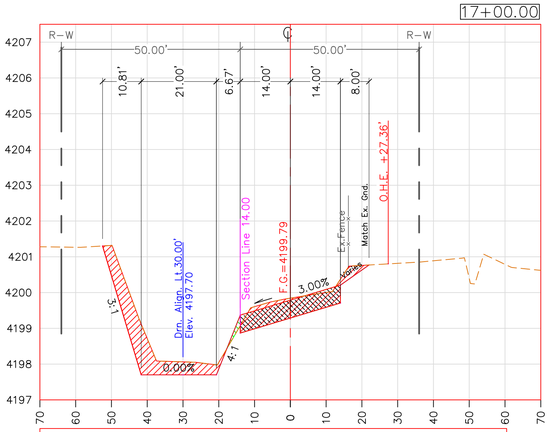
14+00.00



Total Volume at Station 14+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
47.65	0.62	27.54	0.34	1153.15	152.37	1000.77

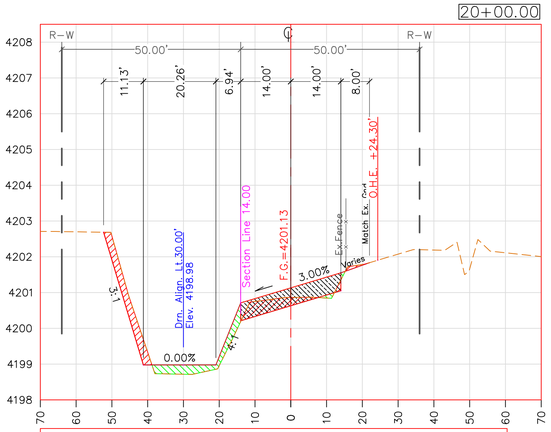
17+00.00



Total Volume at Station 17+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
36.87	0.55	148.66	1.35	1609.77	156.28	1453.49

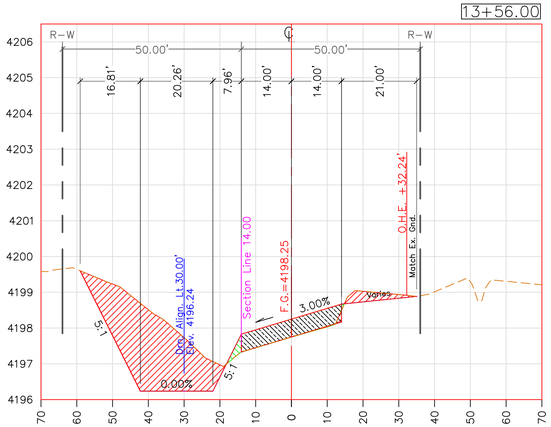
20+00.00



Total Volume at Station 20+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
13.27	7.00	69.95	16.71	1889.96	181.20	1708.75

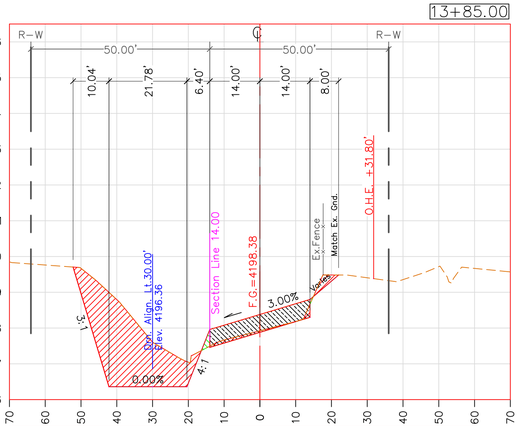
13+56.00



Total Volume at Station 13+56.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
60.54	1.23	2.23	0.05	1067.20	150.95	916.25

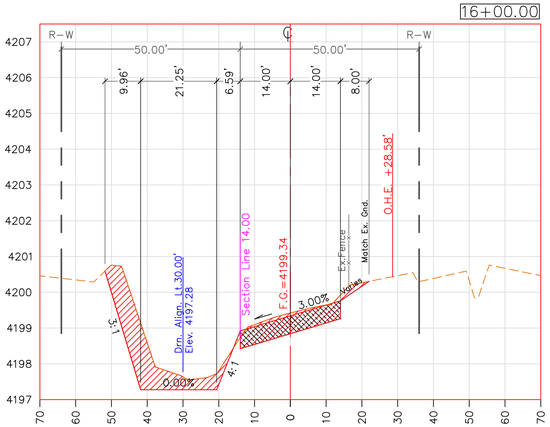
13+85.00



Total Volume at Station 13+85.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
51.51	0.61	20.08	0.28	1125.60	152.03	973.57

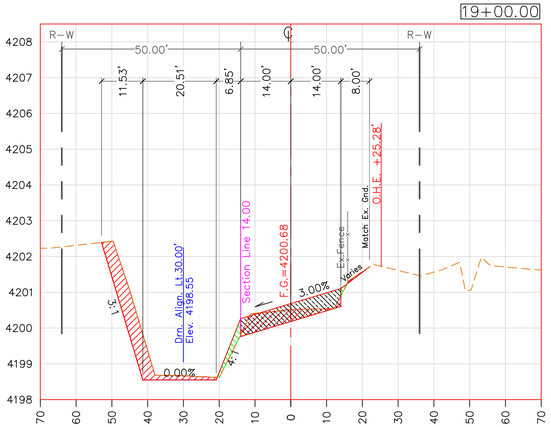
16+00.00



Total Volume at Station 16+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
43.41	0.18	150.06	0.87	1461.11	154.92	1306.19

19+00.00



Total Volume at Station 19+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
24.51	2.03	93.67	5.47	1820.00	164.49	1655.51

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	BY	DESCRIPTION	DATE

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

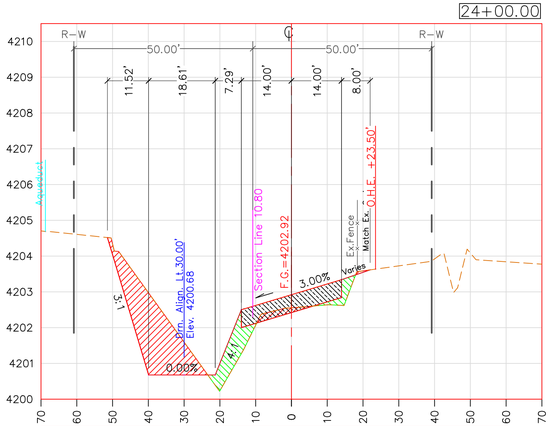
COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer CERTIFICATE NO. 59255 BRADLEY A. SIMMONS Signed 07-11-19 ARIZONA U.S.A. Expires 3/31/21

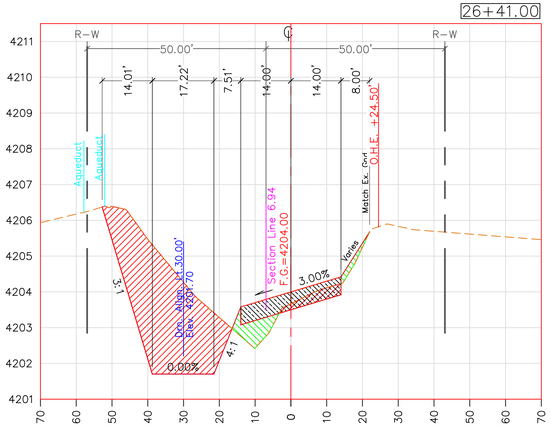
DATE: 06/11/2019
SCALE: 1"=20'

SHEET 3 OF 21



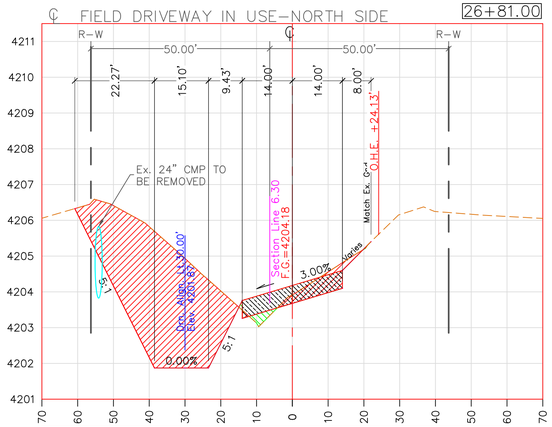
Total Volume at Station 24+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
34.53	11.06	90.59	52.62	2116.43	370.32	1746.11



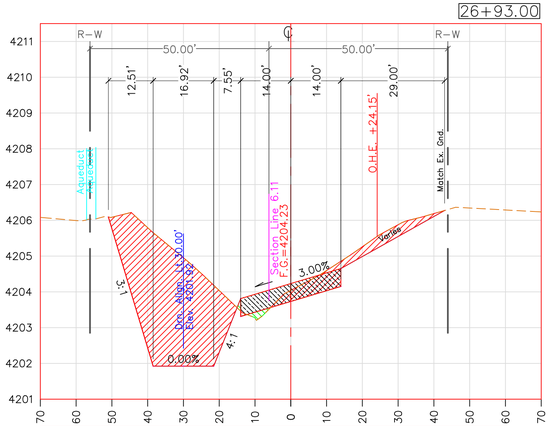
Total Volume at Station 26+41.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
81.89	7.71	118.47	14.77	2471.02	536.19	1934.83



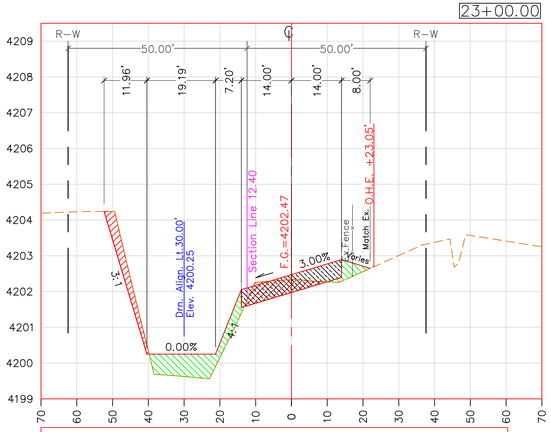
Total Volume at Station 26+81.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
114.32	1.55	45.84	0.89	2610.35	542.67	2067.69



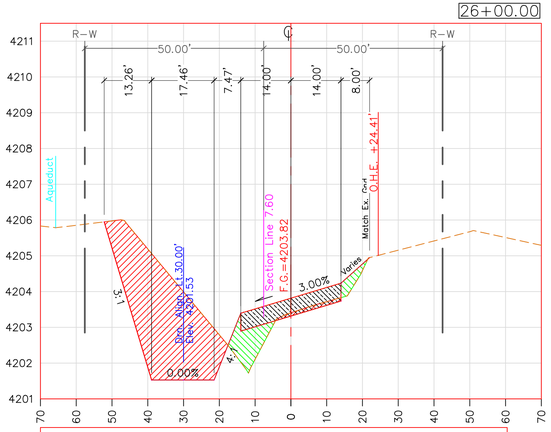
Total Volume at Station 26+93.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
98.81	0.96	3.95	0.04	2661.28	543.23	2118.05



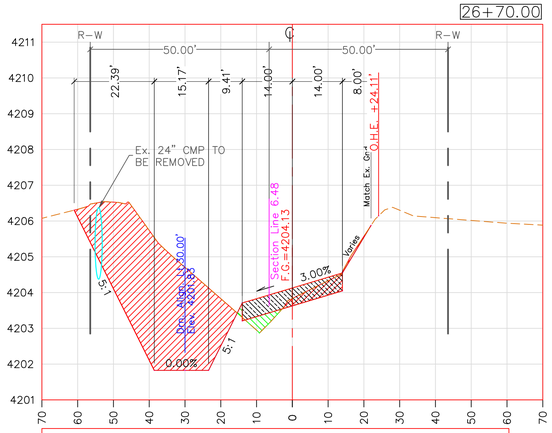
Total Volume at Station 23+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
14.39	17.35	49.28	56.03	2025.84	317.70	1708.14



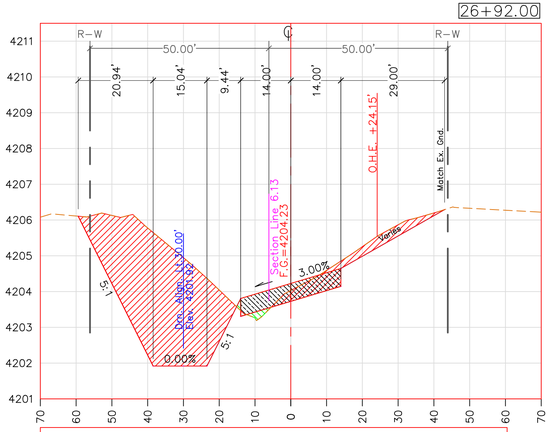
Total Volume at Station 26+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
74.15	11.74	154.75	76.18	2352.54	521.42	1831.12



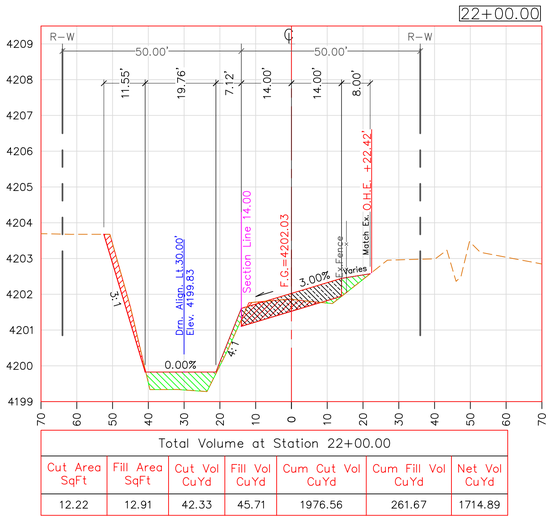
Total Volume at Station 26+70.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
110.73	2.83	7.44	0.22	2564.51	541.78	2022.73



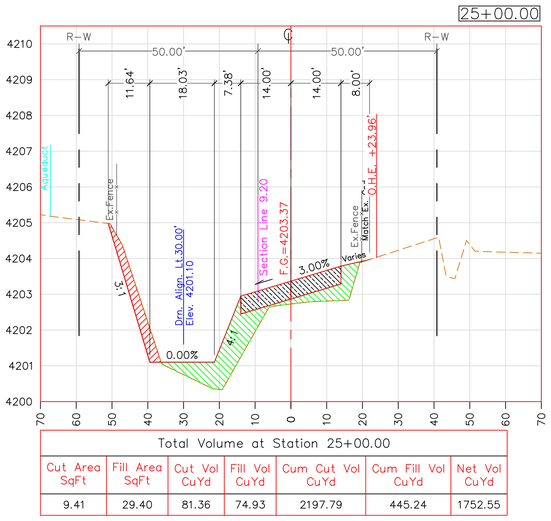
Total Volume at Station 26+92.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
114.37	1.03	8.54	0.08	2657.33	543.19	2114.13



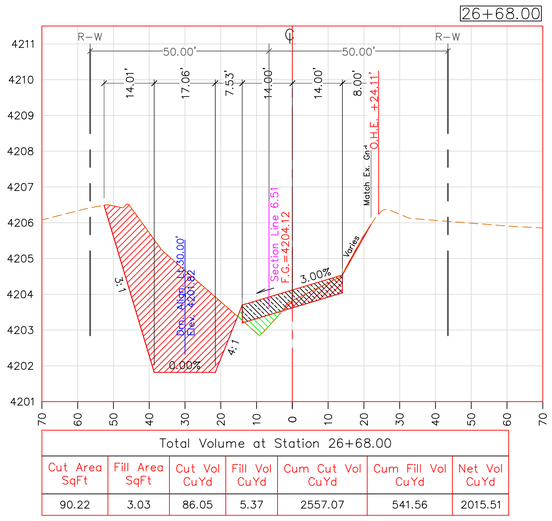
Total Volume at Station 22+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
12.22	12.91	42.33	45.71	1976.56	261.67	1714.89



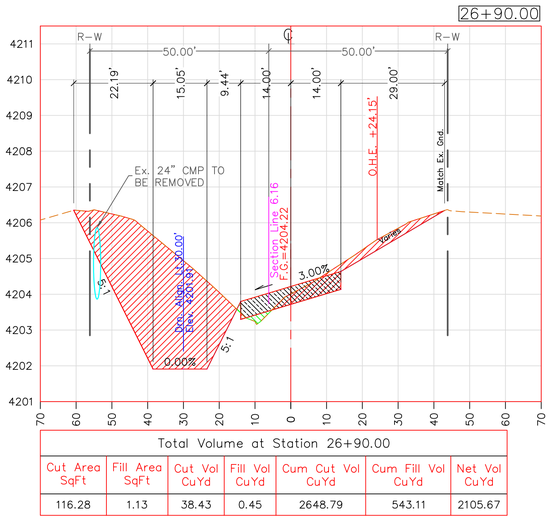
Total Volume at Station 25+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
9.41	29.40	81.36	74.93	2197.79	445.24	1752.55



Total Volume at Station 26+68.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
90.22	3.03	86.05	5.37	2557.07	541.56	2015.51



Total Volume at Station 26+90.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
116.28	1.13	38.43	0.45	2648.79	543.11	2105.67

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

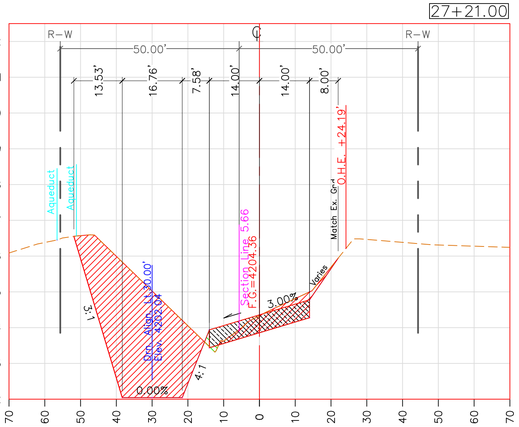
Registered Professional Engineer
CERTIFICATE NO. 59255
BRADLEY A. SIMMONS
Signed
ARIZONA U.S.A.
Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

SHEET 4 OF 21

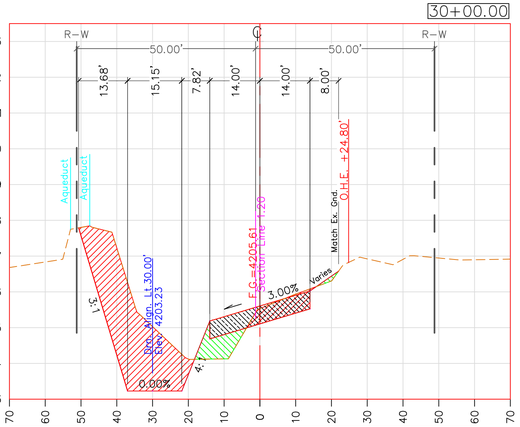
SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348



Total Volume at Station 27+21.00

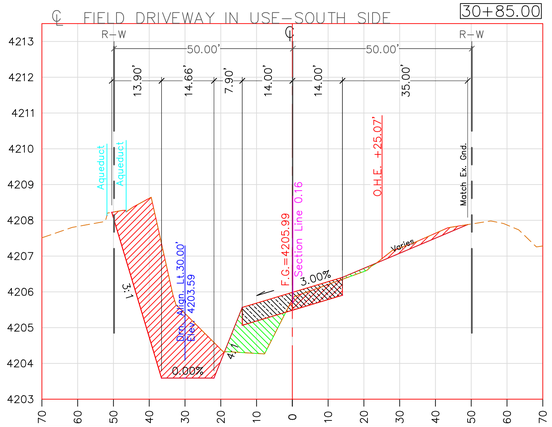
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
96.78	0.53	41.65	0.14	2767.65	543.71	2223.94



Total Volume at Station 30+00.00

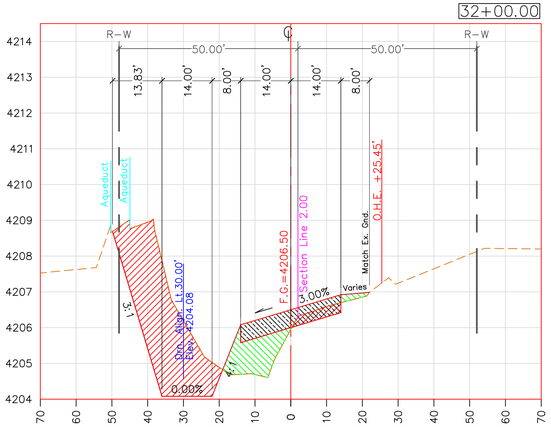
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
64.13	7.84	244.40	25.02	3556.51	585.89	2970.62

℄ FIELD DRIVEWAY IN USE-SOUTH SIDE



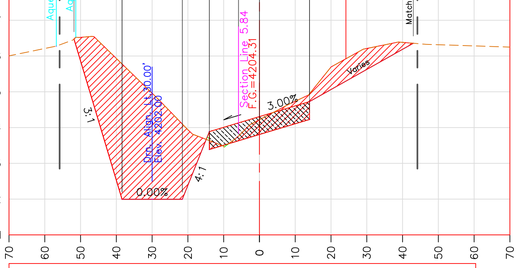
Total Volume at Station 30+85.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
71.25	12.11	26.40	4.32	3765.21	616.55	3148.66



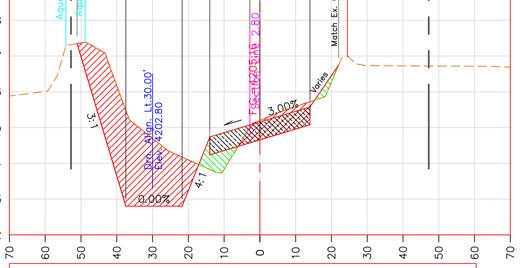
Total Volume at Station 32+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
66.36	16.25	250.38	53.29	4055.07	676.88	3378.19



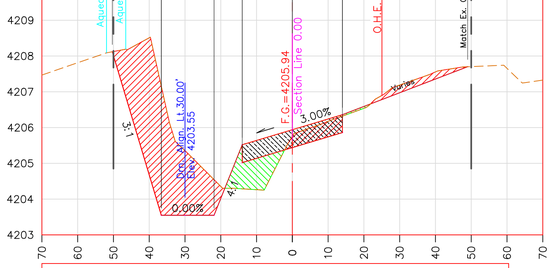
Total Volume at Station 27+10.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
107.70	0.16	38.75	0.14	2726.00	543.57	2182.43



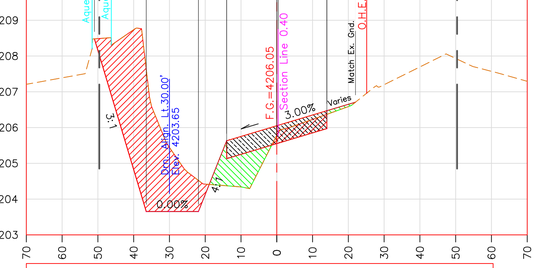
Total Volume at Station 29+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
67.85	5.68	280.52	13.80	3312.11	560.87	2751.24



Total Volume at Station 30+75.00

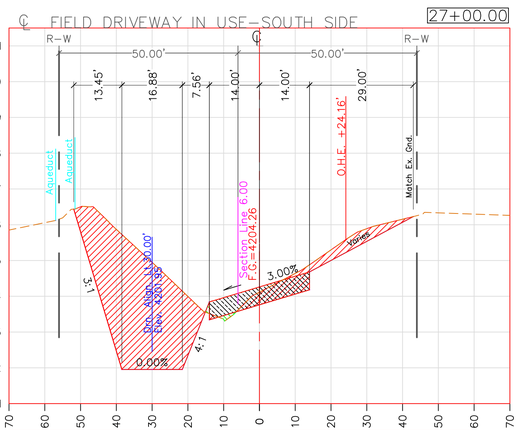
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
71.31	11.22	12.77	2.05	3738.81	612.23	3126.59



Total Volume at Station 31+00.00

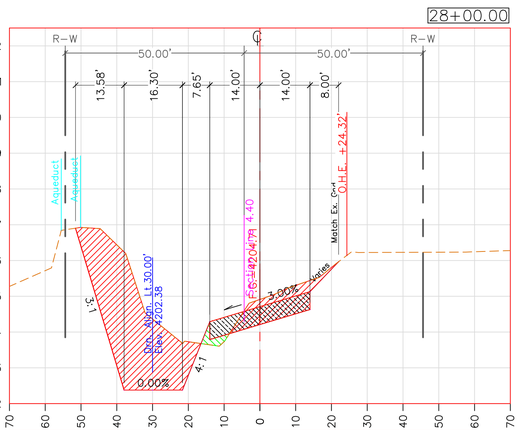
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
68.85	12.53	13.01	2.37	3804.69	623.59	3181.10

℄ FIELD DRIVEWAY IN USE-SOUTH SIDE



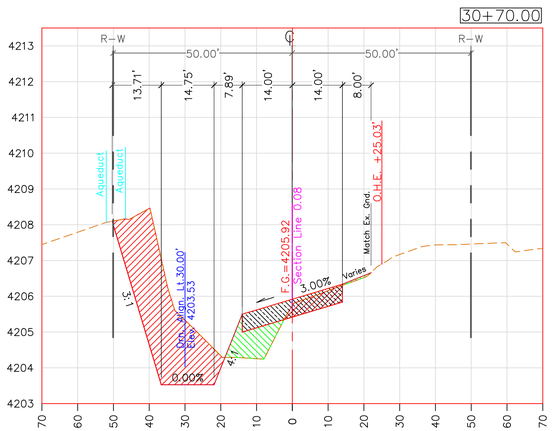
Total Volume at Station 27+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
101.53	0.59	25.97	0.20	2687.25	543.43	2143.82



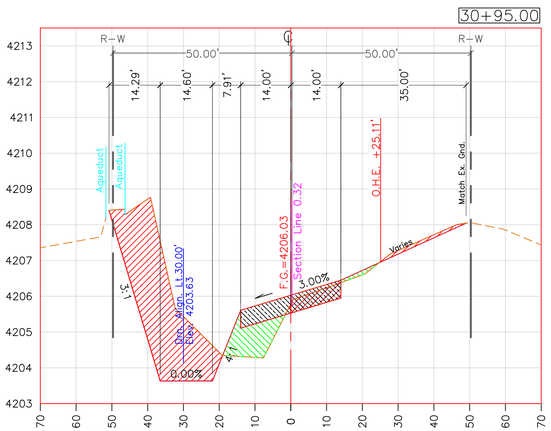
Total Volume at Station 28+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
83.63	1.77	263.94	3.37	3031.59	547.08	2484.51



Total Volume at Station 30+70.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
66.65	10.90	169.53	24.29	3726.04	610.18	3115.86



Total Volume at Station 30+95.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
71.65	13.09	26.46	4.67	3791.68	621.22	3170.46

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

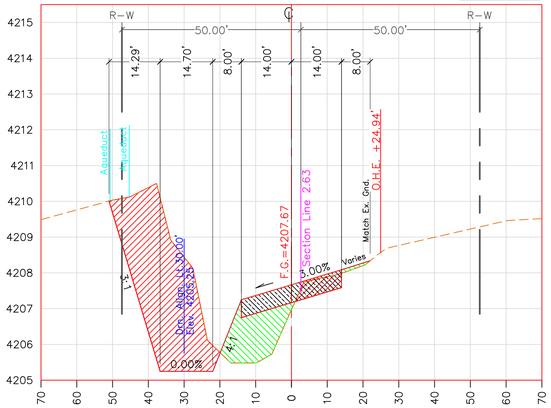
DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer
CERTIFICATE NO.
59255
BRADLEY A. SIMMONS
Signed
Arizona U.S.A.
Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

SHEET 5 OF 21

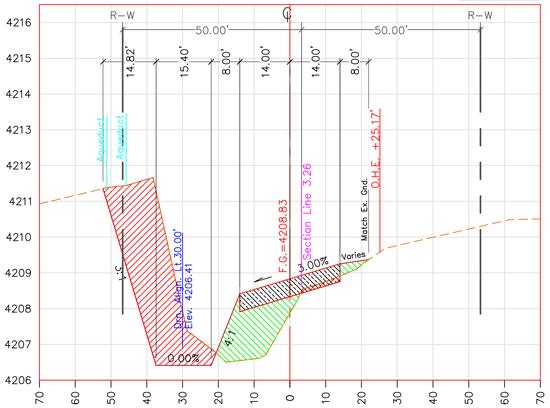
35+00.00



Total Volume at Station 35+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
84.56	21.74	279.66	81.02	4844.02	904.70	3939.33

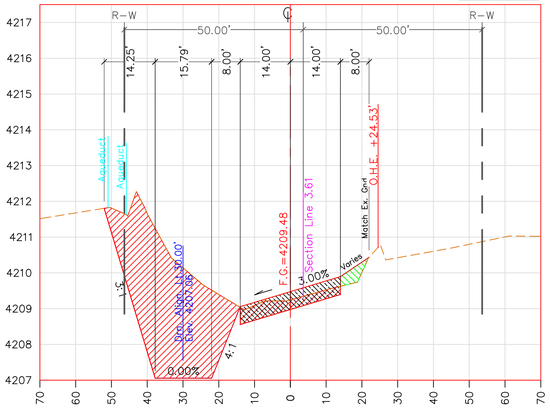
38+00.00



Total Volume at Station 38+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
70.21	25.71	266.67	89.98	5707.73	1152.38	4555.35

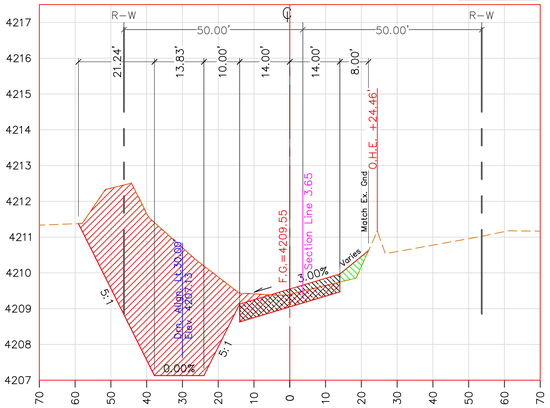
39+65.00



Total Volume at Station 39+65.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
101.83	2.53	96.25	5.69	6176.20	1265.54	4910.66

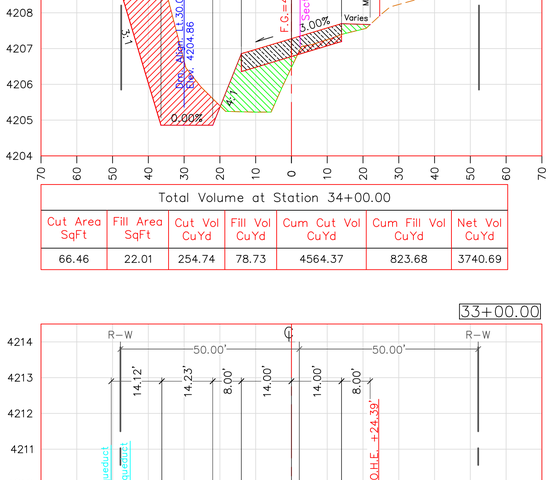
39+84.00



Total Volume at Station 39+84.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
138.76	2.44	40.75	0.73	6268.70	1267.31	5001.39

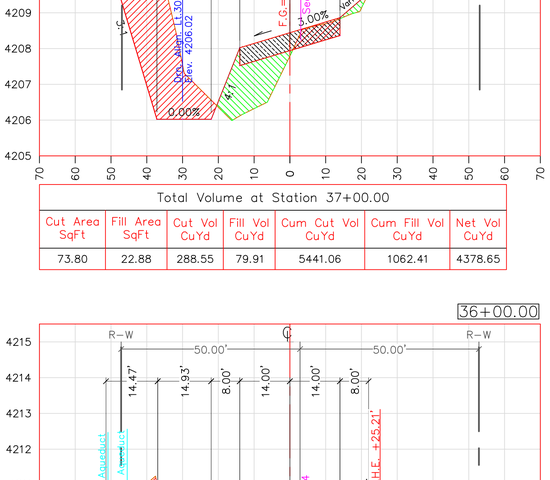
34+00.00



Total Volume at Station 34+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
66.46	22.01	254.74	78.73	4564.37	823.68	3740.69

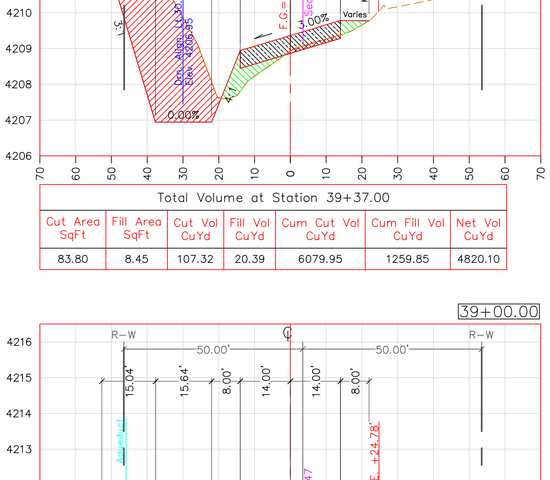
37+00.00



Total Volume at Station 37+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
73.80	22.88	288.55	79.91	5441.06	1062.41	4378.65

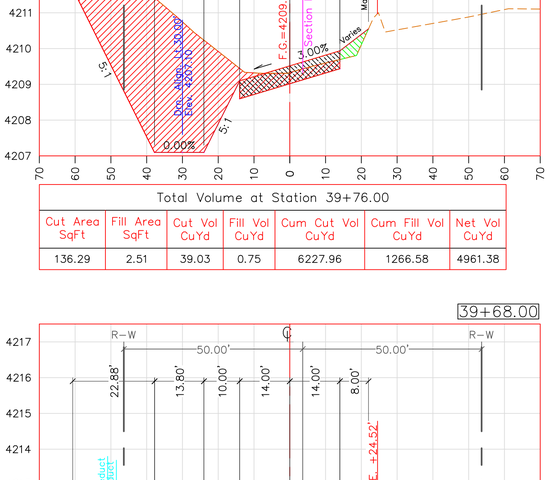
39+37.00



Total Volume at Station 39+37.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
83.80	8.45	107.32	20.39	6079.95	1259.85	4820.10

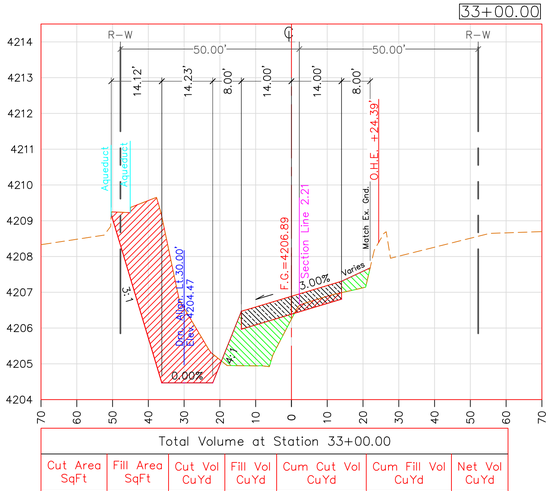
39+76.00



Total Volume at Station 39+76.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
136.29	2.51	39.03	0.75	6227.96	1266.58	4961.38

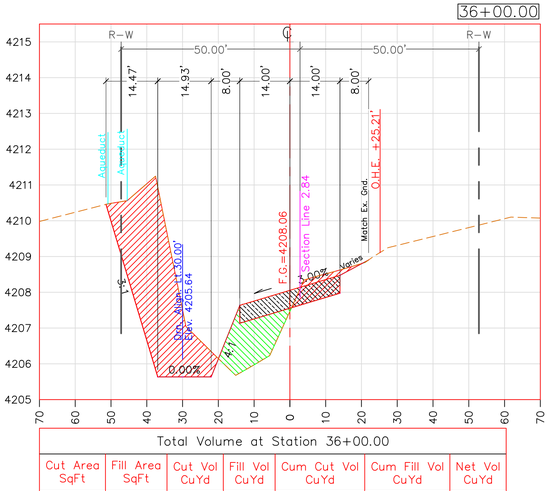
33+00.00



Total Volume at Station 33+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
71.11	20.50	254.56	68.07	4309.62	744.95	3564.68

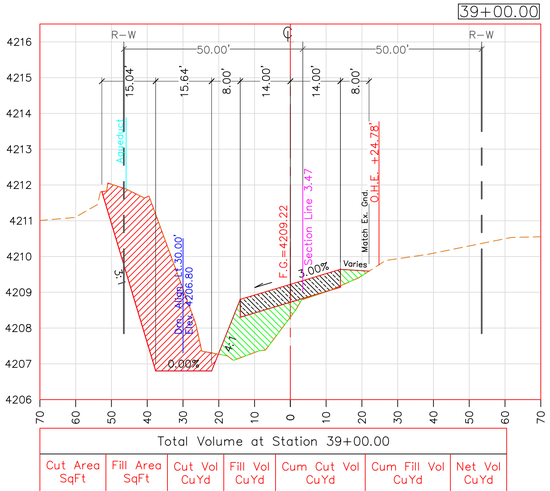
36+00.00



Total Volume at Station 36+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
82.02	20.27	308.48	77.80	5152.50	982.50	4170.00

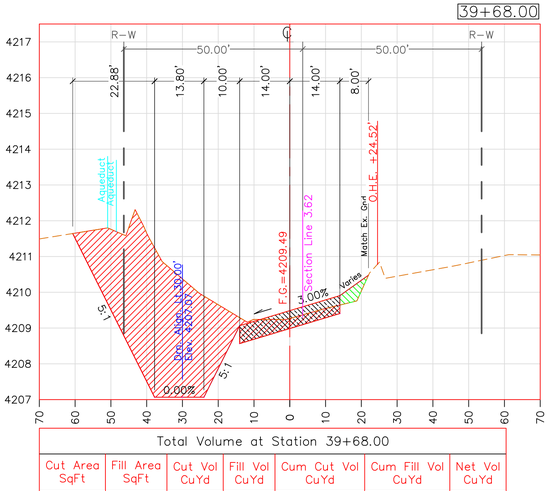
39+00.00



Total Volume at Station 39+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
72.84	21.31	264.89	87.07	5972.63	1239.46	4733.17

39+68.00



Total Volume at Station 39+68.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
127.19	2.57	12.72	0.28	6188.92	1265.82	4923.10

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	DESCRIPTION	BY	DATE
1	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	J.W.	06/20/19

PROJECT TITLE: ROBBS RD
SHEET TITLE: CROSS SECTIONS

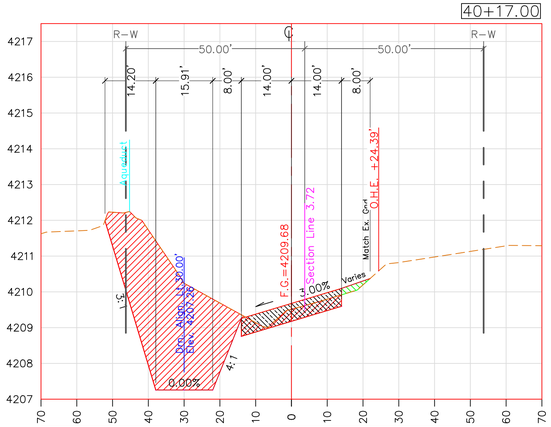
COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

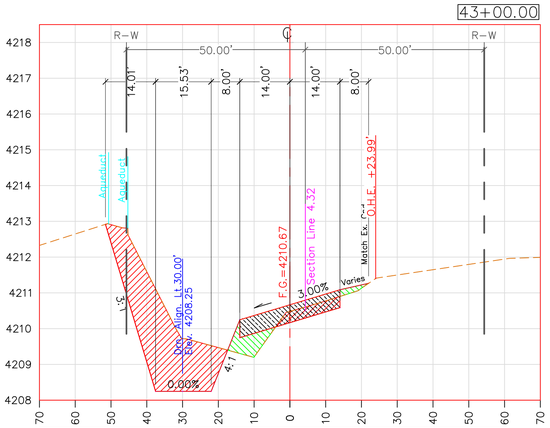
Registered Professional Engineer
CERTIFICATE NO. 59255
BRADLEY A. SIMMONS
STATE OF ARIZONA U.S.A.
Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

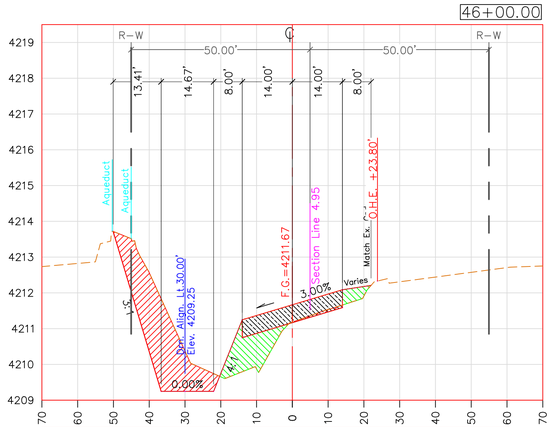
SHEET 6 OF 21



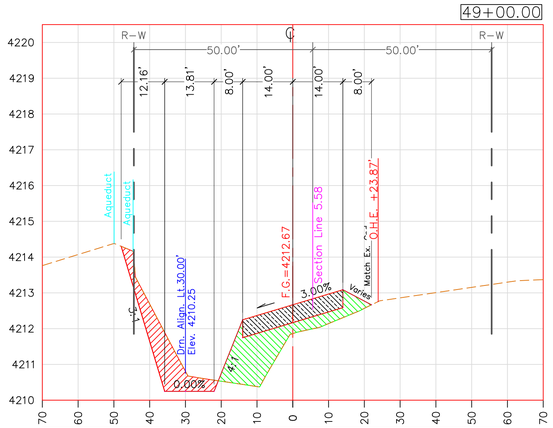
Total Volume at Station 40+17.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
103.51	1.19	67.77	0.90	6406.16	1269.46	5136.71



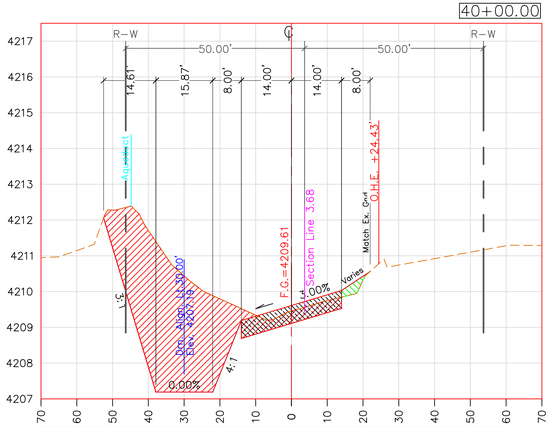
Total Volume at Station 43+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
59.49	6.82	223.42	23.38	7182.80	1310.14	5872.66



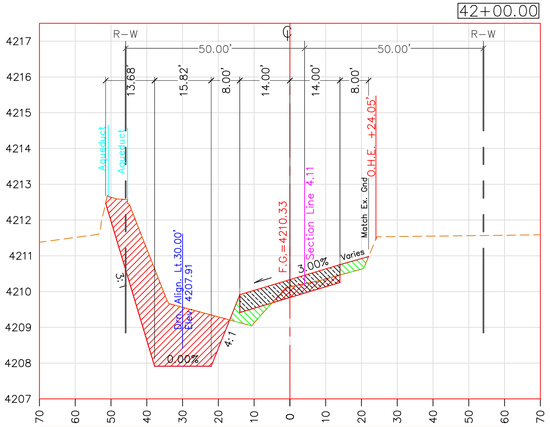
Total Volume at Station 46+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
40.18	15.96	159.51	51.66	7737.02	1430.87	6306.14



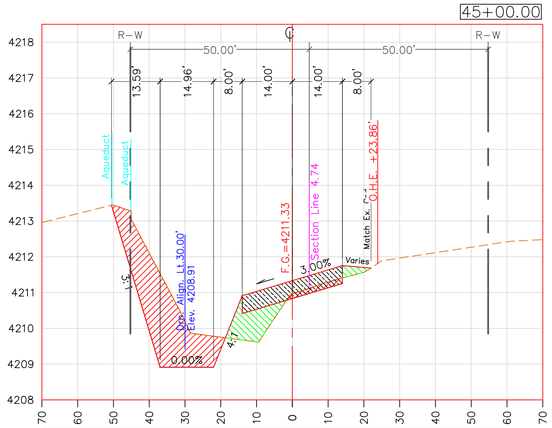
Total Volume at Station 49+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
20.39	28.44	84.07	99.56	8033.25	1675.80	6357.45



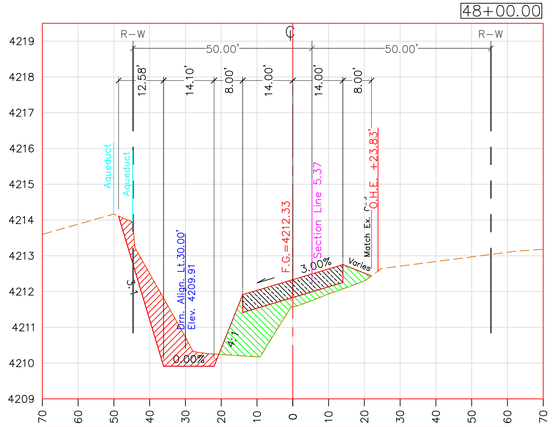
Total Volume at Station 40+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
111.77	1.66	55.40	0.98	6338.39	1268.56	5069.83



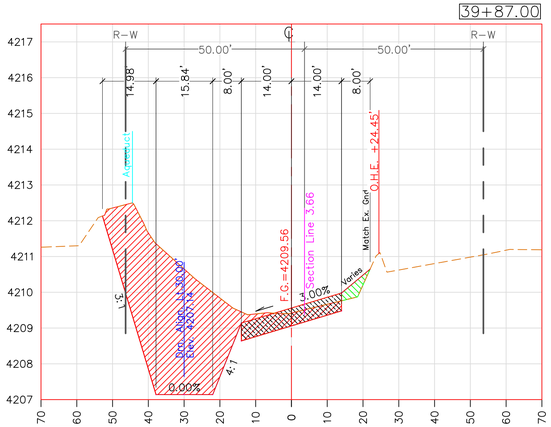
Total Volume at Station 42+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
61.15	5.80	266.73	13.33	6959.39	1286.76	5672.63



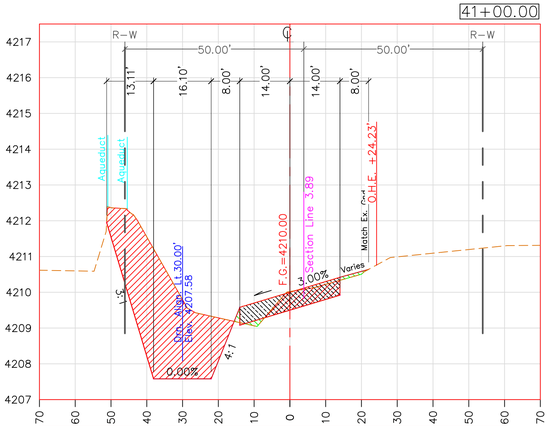
Total Volume at Station 45+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
45.96	11.94	184.82	39.27	7577.50	1379.22	6198.28



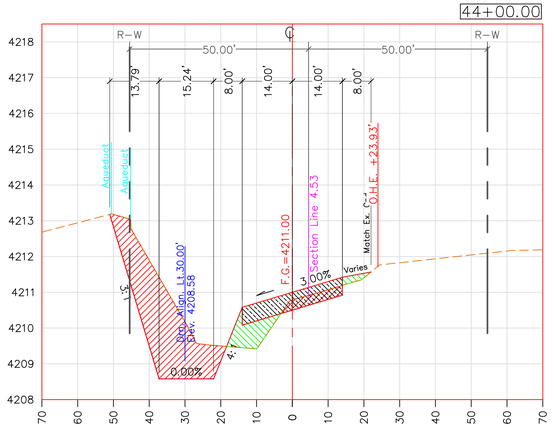
Total Volume at Station 48+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
25.01	25.32	92.03	81.36	7949.17	1576.24	6372.93



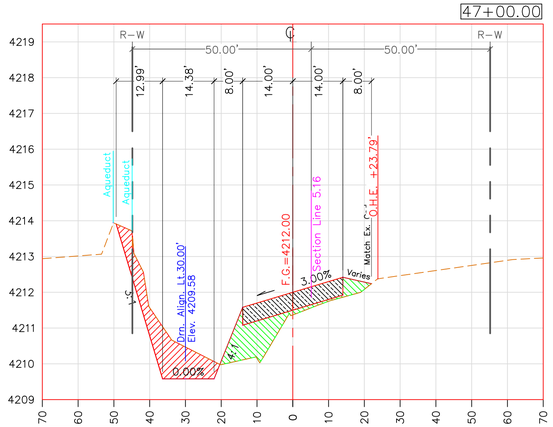
Total Volume at Station 39+87.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
118.36	2.42	14.28	0.27	6282.99	1267.58	5015.41



Total Volume at Station 41+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
82.88	1.39	286.49	3.97	6692.66	1273.43	5419.23



Total Volume at Station 44+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
53.84	9.27	209.88	29.80	7392.68	1339.94	6052.74



Total Volume at Station 47+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
24.69	18.61	120.12	64.01	7857.14	1494.89	6362.25

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD
SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

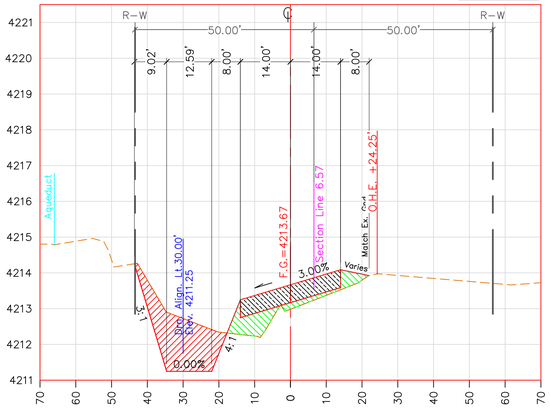
Registered Professional Engineer CERTIFICATE NO. 59255 BRADLEY A. SIMMONS 6/11/19 ARIZONA U.S.A. Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

SHEET 7 OF 21

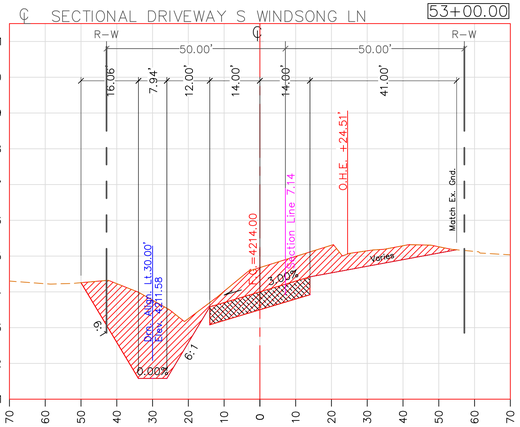
SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348



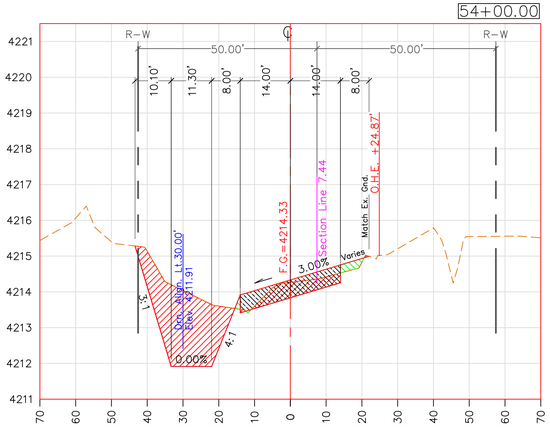
Total Volume at Station 52+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
28.24	11.68	97.73	98.71	8279.50	2037.13	6242.37



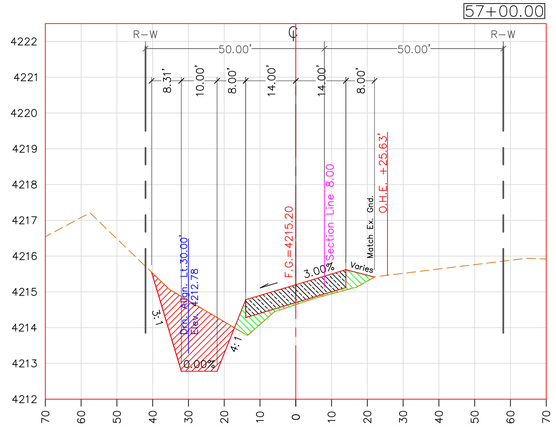
Total Volume at Station 53+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
95.14	0.00	46.45	0.00	8523.11	2049.67	6473.44



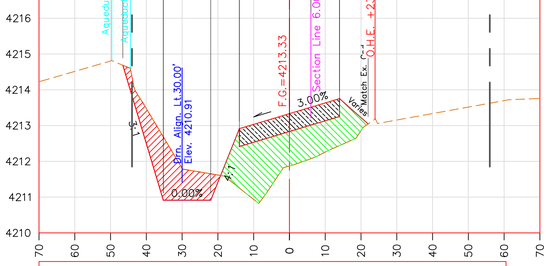
Total Volume at Station 54+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
48.85	1.74	132.87	1.94	8796.18	2051.80	6744.38



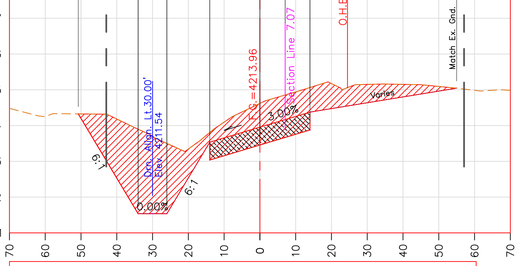
Total Volume at Station 57+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
30.03	7.59	115.91	24.57	9200.07	2102.54	7097.53



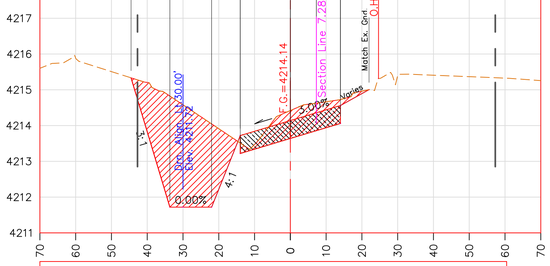
Total Volume at Station 51+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
24.53	41.63	78.09	143.52	8181.77	1938.42	6243.35



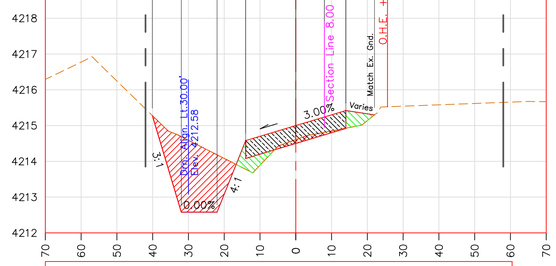
Total Volume at Station 52+87.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
97.79	0.00	90.62	0.00	8476.66	2049.67	6426.99



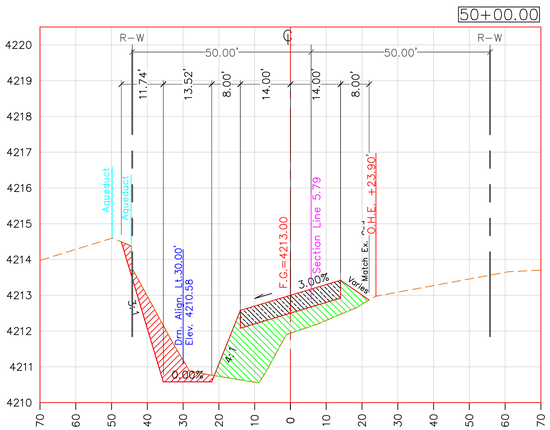
Total Volume at Station 53+42.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
74.86	0.07	93.43	0.14	8663.31	2049.86	6613.45



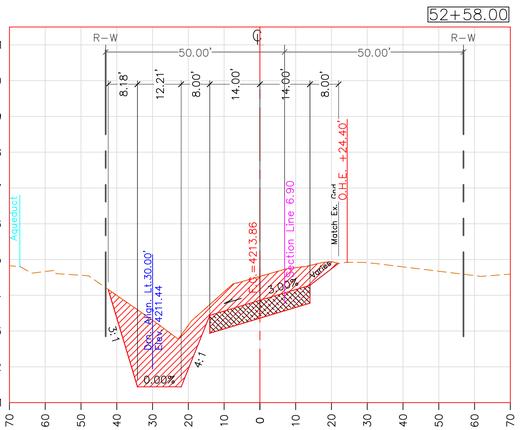
Total Volume at Station 56+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
32.56	5.68	128.90	16.74	9084.16	2077.97	7006.19



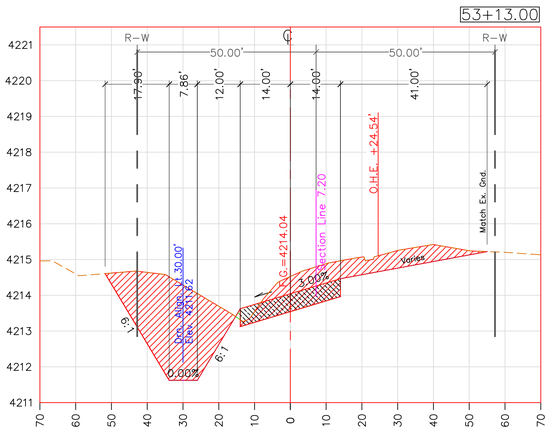
Total Volume at Station 50+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
17.64	35.87	70.43	119.10	8103.68	1794.90	6308.78



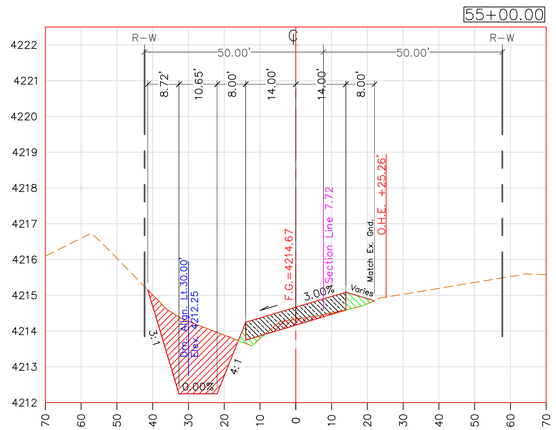
Total Volume at Station 52+58.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
70.95	0.00	106.54	12.54	8386.04	2049.67	6336.37



Total Volume at Station 53+13.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
99.12	0.20	46.77	0.05	8569.88	2049.72	6520.16



Total Volume at Station 55+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
37.05	3.36	159.08	9.43	8955.26	2061.23	6894.02

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

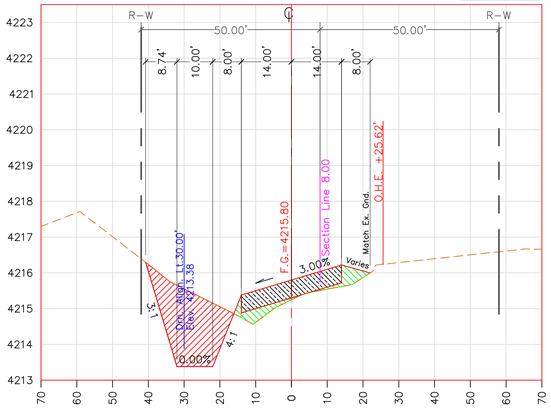
DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer — Certificate No. 59255 — BRADLEY A. SIMMONS — Signed — Arizona U.S.A. — Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

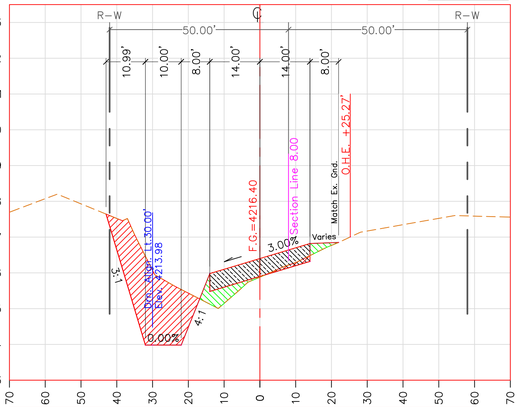
SHEET 8 OF 21

60+00.00



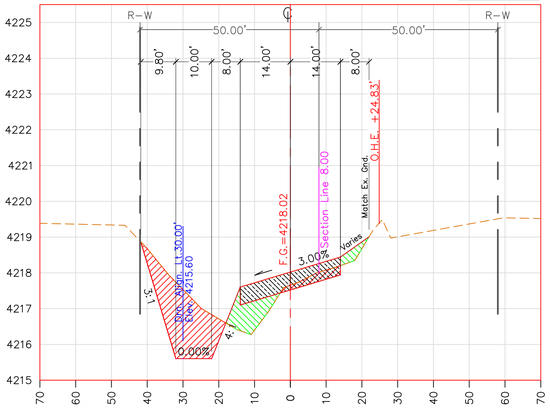
Total Volume at Station 60+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
35.25	7.02	139.41	25.18	9604.98	2195.99	7408.99

63+00.00



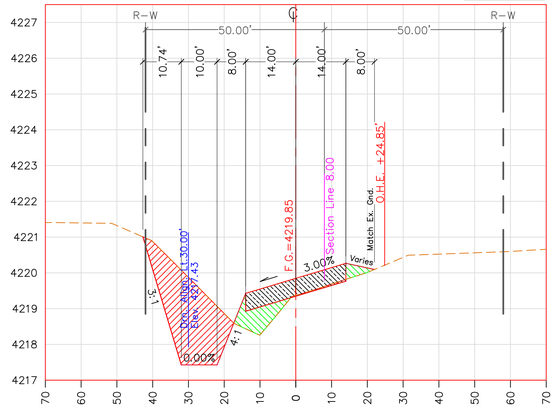
Total Volume at Station 63+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
39.91	6.26	160.86	20.77	10050.15	2267.07	7783.08

66+00.00



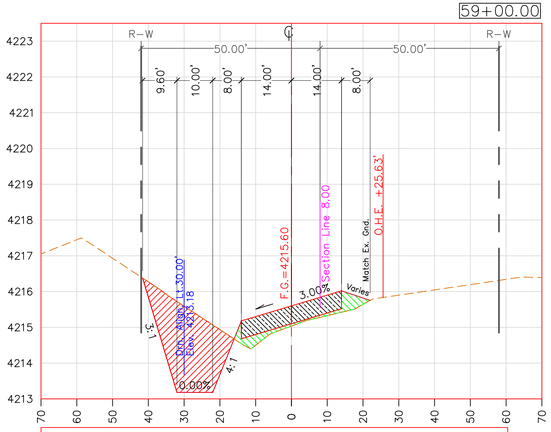
Total Volume at Station 66+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
32.61	10.91	117.74	38.22	10435.96	2361.61	8074.35

69+00.00



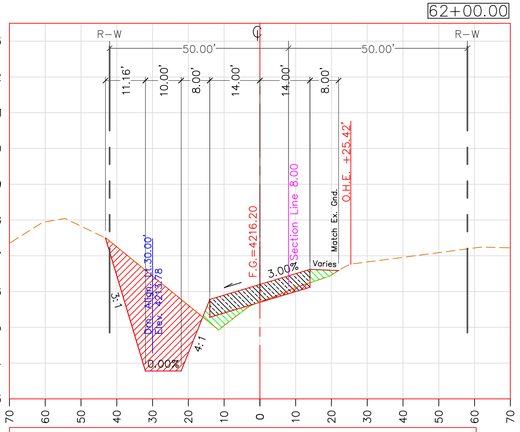
Total Volume at Station 69+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
40.53	9.49	147.64	34.13	10844.12	2464.07	8380.05

59+00.00



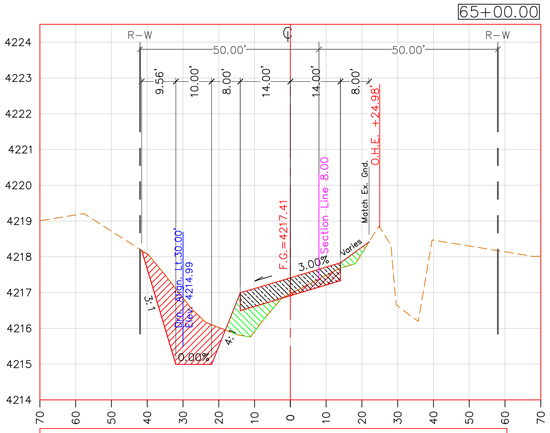
Total Volume at Station 59+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
40.03	6.58	142.01	33.21	9465.57	2170.81	7294.76

62+00.00



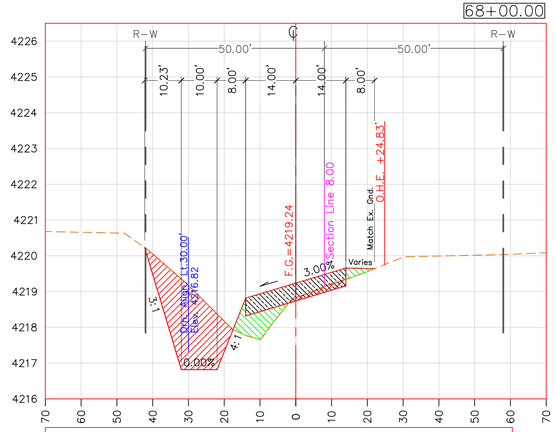
Total Volume at Station 62+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
46.95	4.96	152.98	23.24	9889.29	2246.30	7642.99

65+00.00



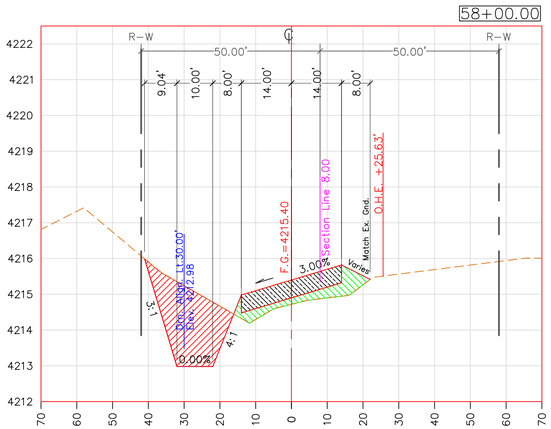
Total Volume at Station 65+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
30.97	9.73	125.75	31.37	10318.22	2323.38	7994.83

68+00.00



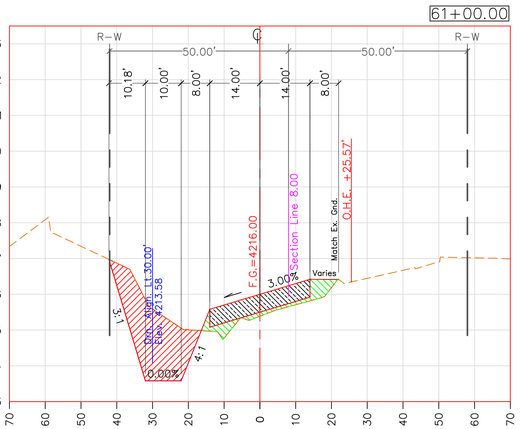
Total Volume at Station 68+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
39.20	8.94	136.36	32.33	10696.48	2429.93	8266.55

58+00.00



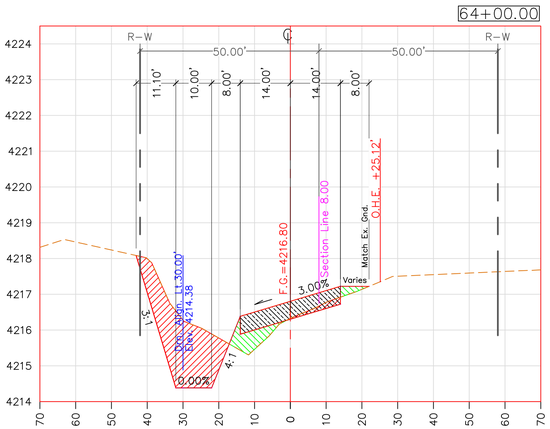
Total Volume at Station 58+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
36.66	11.35	123.50	35.07	9323.57	2137.60	7185.96

61+00.00



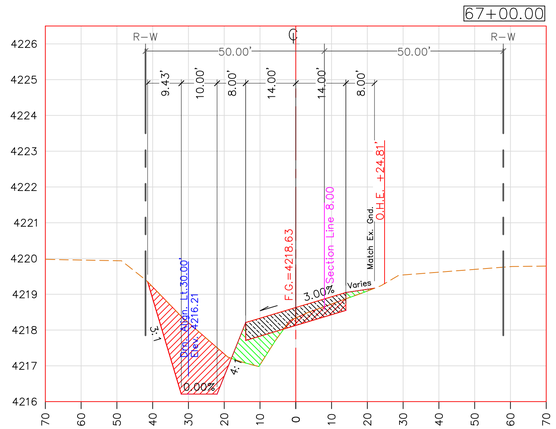
Total Volume at Station 61+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
35.66	7.60	131.32	27.06	9736.31	2223.05	7513.25

64+00.00



Total Volume at Station 64+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
36.94	7.21	142.32	24.95	10192.46	2292.02	7900.45

67+00.00



Total Volume at Station 67+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
34.44	8.52	124.16	35.99	10560.12	2397.60	8162.52

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

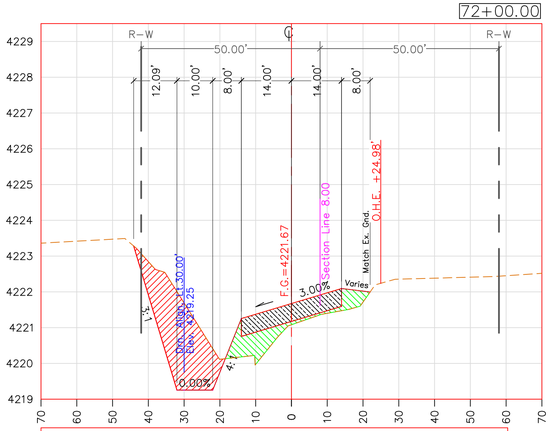
DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

CERTIFICATE OF REGISTERED PROFESSIONAL ENGINEER
59255
BRADLEY K. SIMMONS
Date Signed 6/11/19
ARIZONA U.S.A.
Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

SHEET 9 OF 21

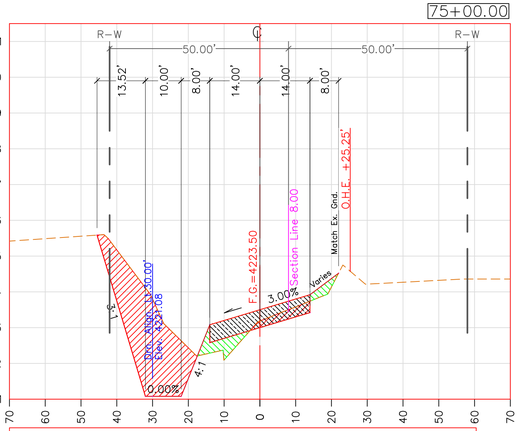
72+00.00



Total Volume at Station 72+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
38.50	13.83	136.21	56.46	11265.05	2614.39	8650.66

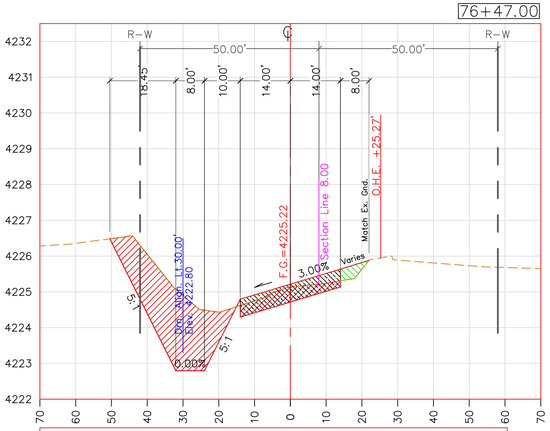
75+00.00



Total Volume at Station 75+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
51.53	6.73	176.27	30.74	11725.46	2731.29	8994.17

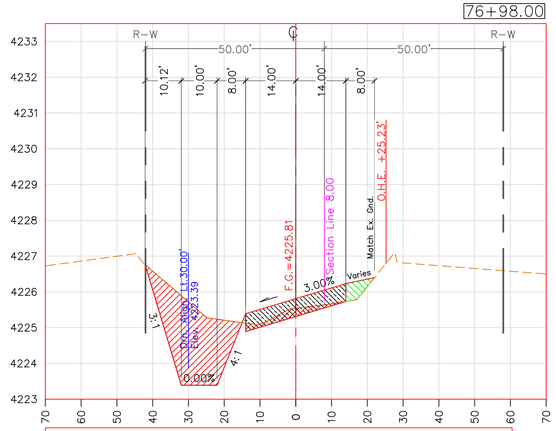
76+47.00



Total Volume at Station 76+47.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
57.98	2.26	58.35	1.74	12004.25	2748.92	9255.34

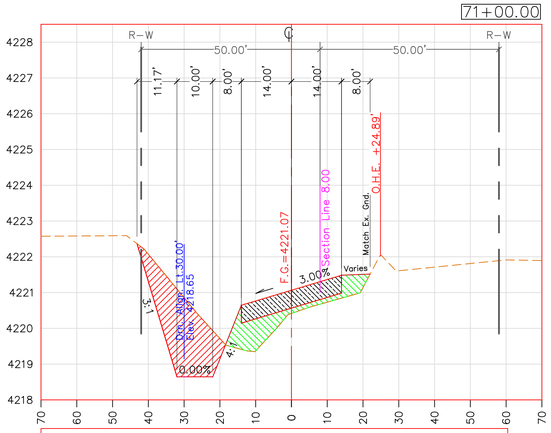
76+98.00



Total Volume at Station 76+98.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
44.04	2.94	53.67	3.03	12104.25	2753.96	9350.29

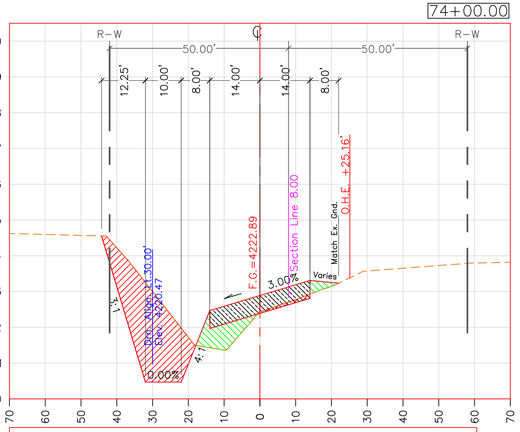
71+00.00



Total Volume at Station 71+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
35.05	16.65	137.30	53.56	11128.84	2557.93	8570.91

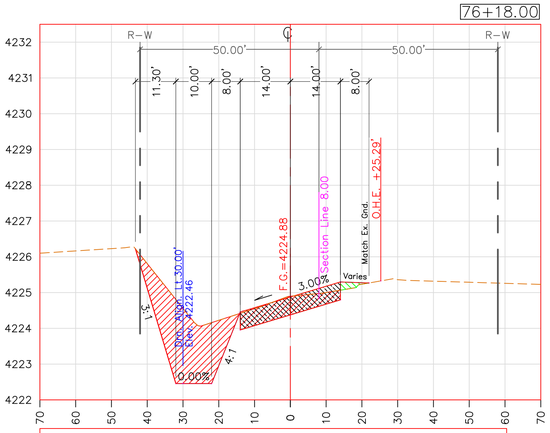
74+00.00



Total Volume at Station 74+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
43.66	9.88	146.84	39.41	11549.19	2700.55	8848.64

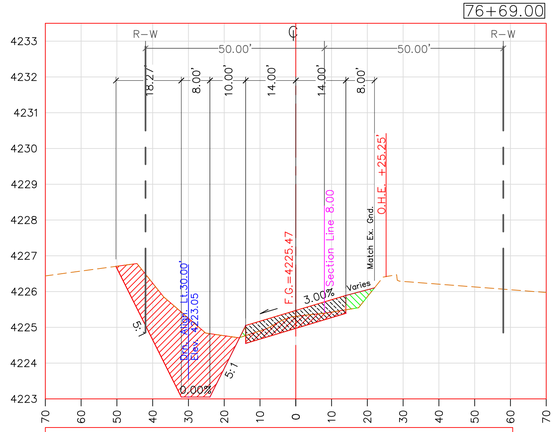
76+18.00



Total Volume at Station 76+18.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
50.68	0.97	33.39	0.80	11945.90	2747.18	9198.72

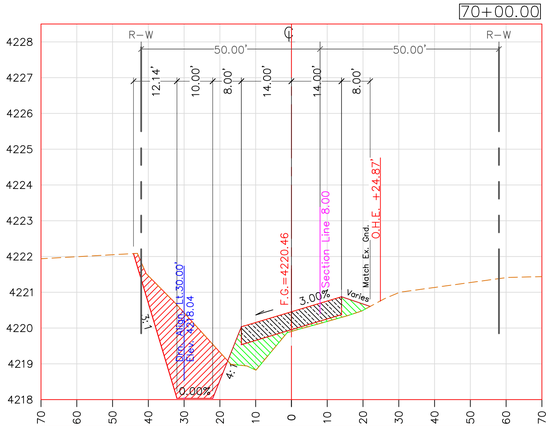
76+69.00



Total Volume at Station 76+69.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
55.91	2.69	22.95	1.05	12050.57	2750.93	9299.64

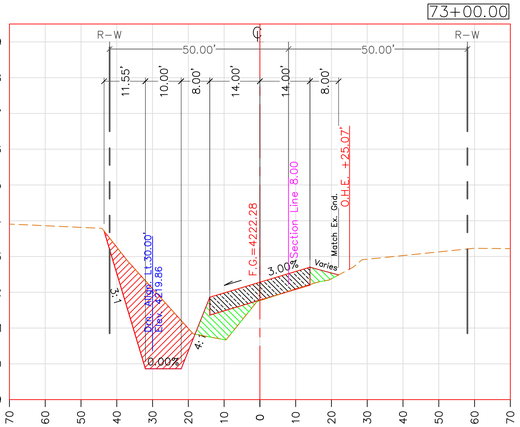
70+00.00



Total Volume at Station 70+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
39.09	12.27	147.43	40.31	10991.55	2504.37	8487.17

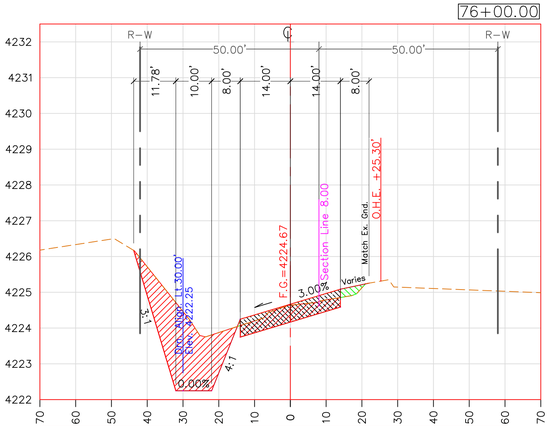
73+00.00



Total Volume at Station 73+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
35.64	11.41	137.29	46.74	11402.35	2661.13	8741.21

76+00.00

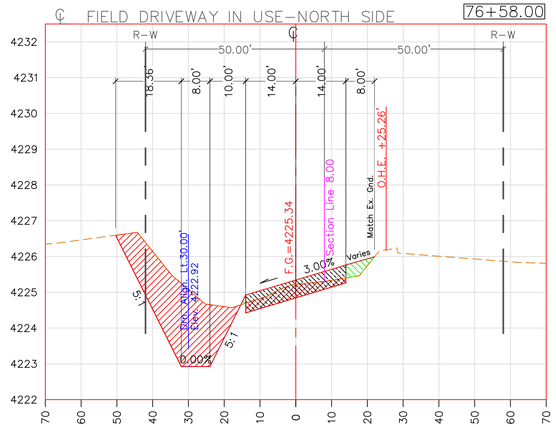


Total Volume at Station 76+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
49.48	1.42	187.06	15.09	11912.51	2746.38	9166.13

76+58.00

℄ FIELD DRIVEWAY IN USE-NORTH SIDE



Total Volume at Station 76+58.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
56.75	2.47	23.37	0.96	12027.63	2749.88	9277.75

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	DESCRIPTION	BY	DATE
1	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	J.W.	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

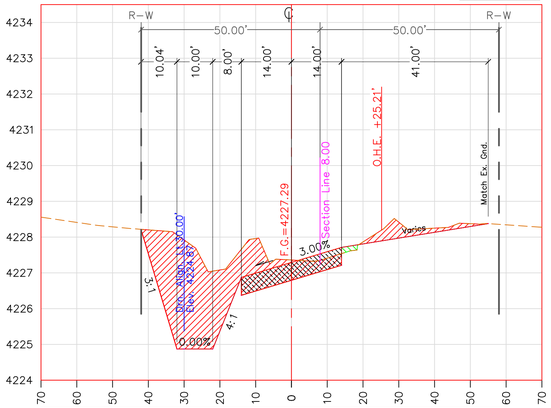
DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer CERTIFICATE NO. 59255 BRADLEY A. SIMMONS STATE OF ARIZONA U.S.A. Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

SHEET 10 OF 21

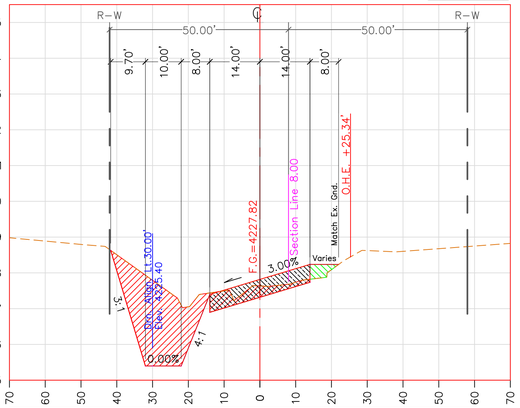
78+25.00



Total Volume at Station 78+25.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
80.37	0.66	77.61	0.95	12428.40	2763.18	9665.22

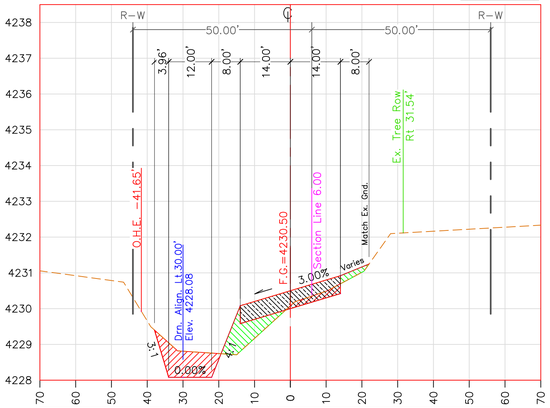
78+70.00



Total Volume at Station 78+70.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
48.32	2.22	54.69	1.59	12539.33	2765.46	9773.87

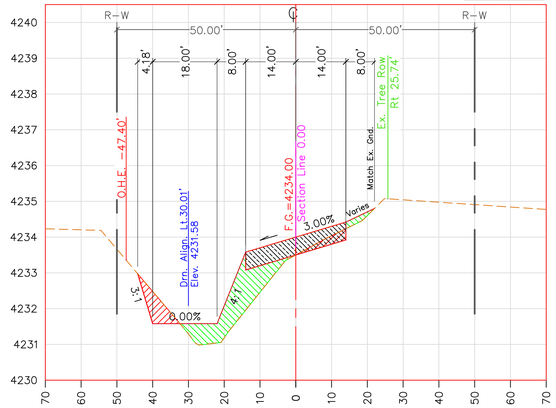
81+00.00



Total Volume at Station 81+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
14.25	9.88	65.35	40.71	12743.15	2843.01	9900.14

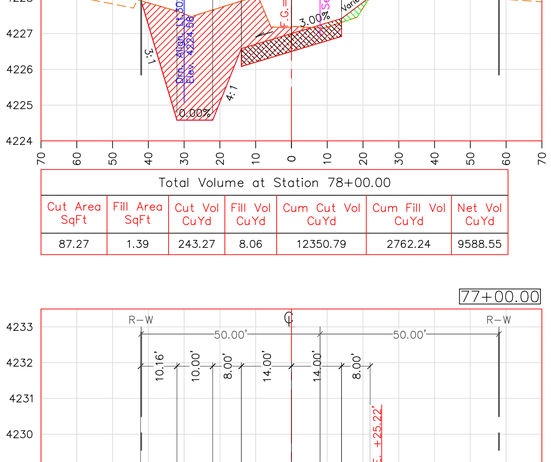
84+00.00



Total Volume at Station 84+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
7.63	21.42	27.57	69.55	12853.34	3016.25	9837.10

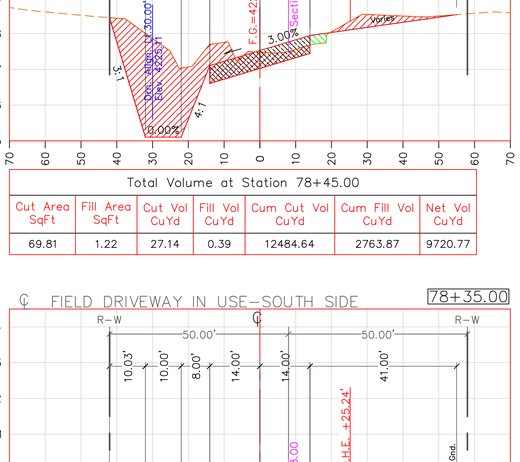
78+00.00



Total Volume at Station 78+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
87.27	1.39	243.27	8.06	12350.79	2762.24	9588.55

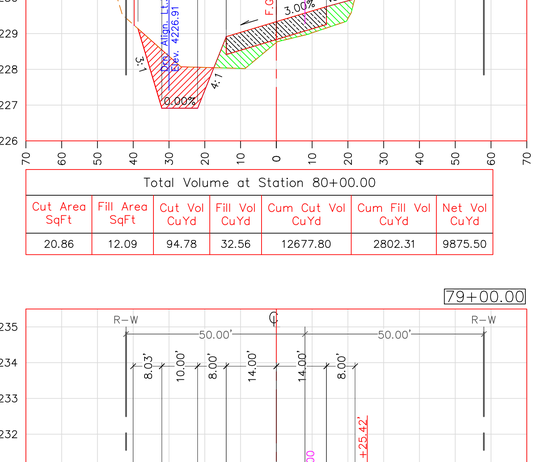
78+45.00



Total Volume at Station 78+45.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
69.81	1.22	27.14	0.39	12484.64	2763.87	9720.77

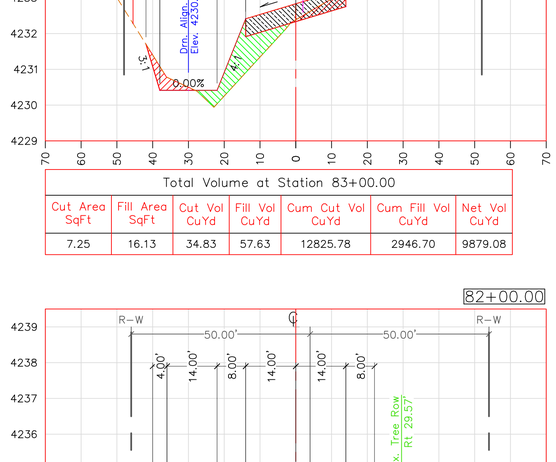
80+00.00



Total Volume at Station 80+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
20.86	12.09	94.78	32.56	12677.80	2802.31	9875.50

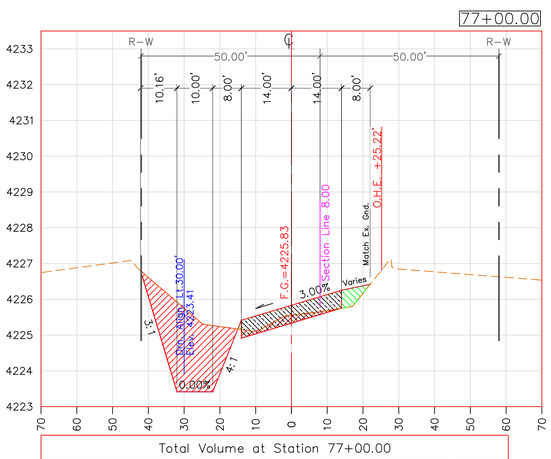
83+00.00



Total Volume at Station 83+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
7.25	16.13	34.83	57.63	12825.78	2946.70	9879.08

77+00.00

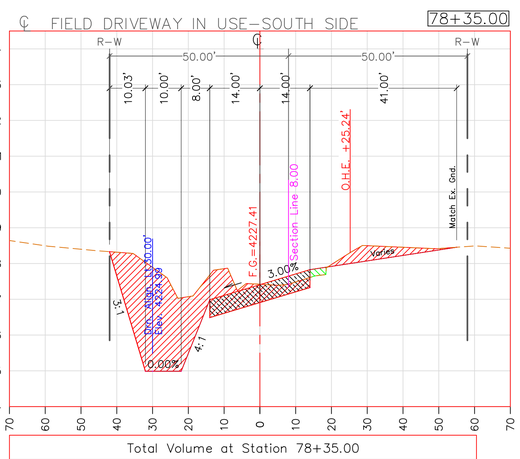


Total Volume at Station 77+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
44.10	2.96	3.27	0.22	12107.51	2754.18	9353.34

78+35.00

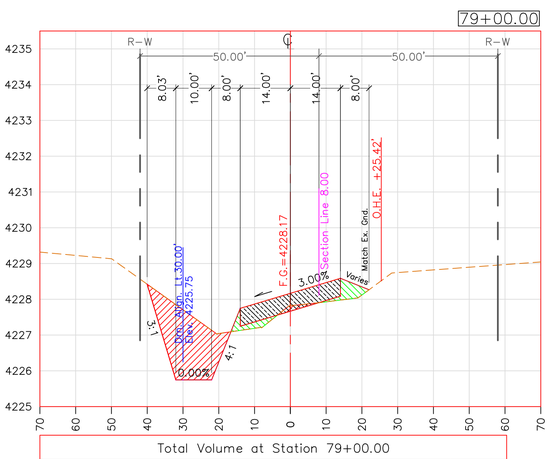
℄ FIELD DRIVEWAY IN USE-SOUTH SIDE



Total Volume at Station 78+35.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
76.76	0.91	29.10	0.29	12457.50	2763.48	9694.02

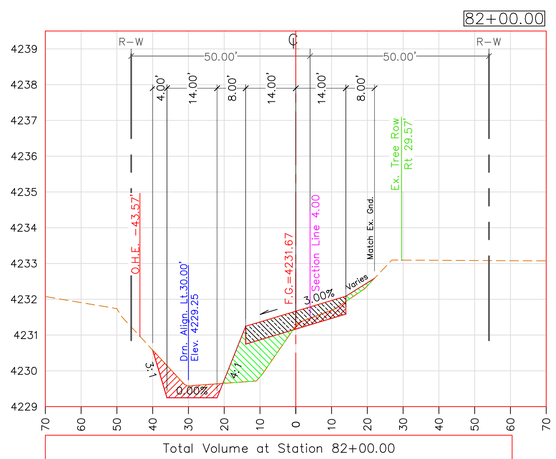
79+00.00



Total Volume at Station 79+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
30.33	5.50	43.69	4.29	12583.02	2769.75	9813.28

82+00.00



Total Volume at Station 82+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
11.56	14.99	47.79	46.05	12790.95	2889.07	9901.88

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING &
NATURAL RESOUCES
DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

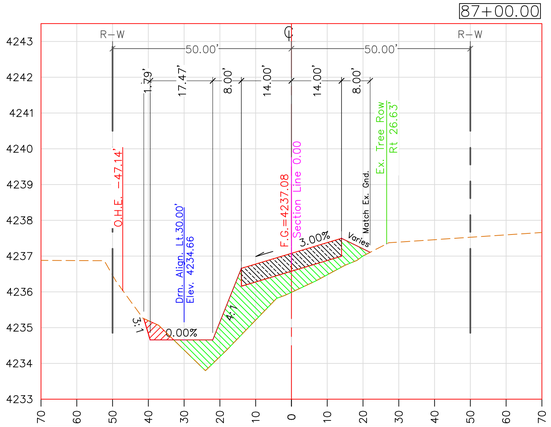
CERTIFICATE OF REGISTRATION
59255
BRADLEY A. SIMMONS
Registered Professional Engineer
State of ARIZONA U.S.A.
Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

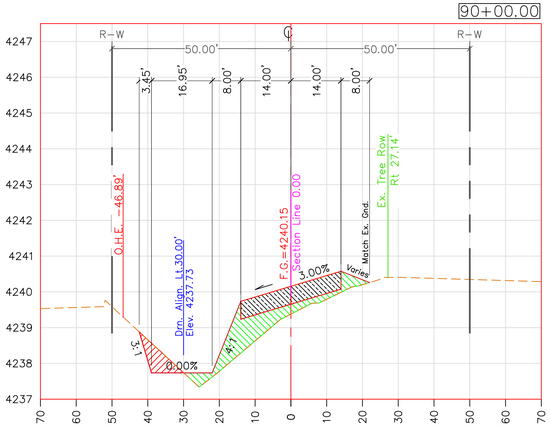
TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

87+00.00



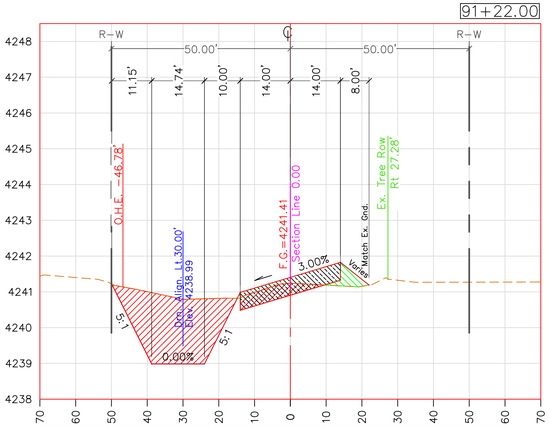
Total Volume at Station 87+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
2.41	37.65	8.82	128.72	12903.36	3342.53	9560.84

90+00.00



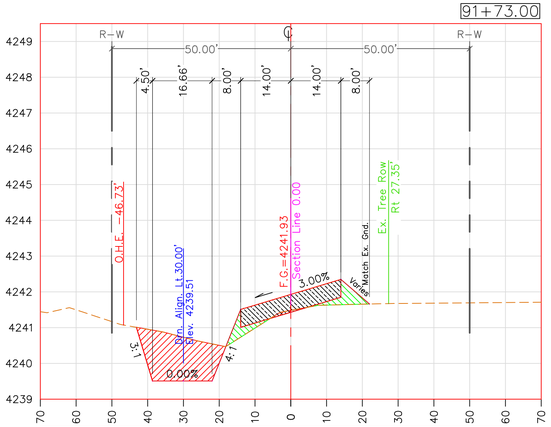
Total Volume at Station 90+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
5.18	20.78	10.36	94.94	12922.80	3695.48	9227.33

91+22.00



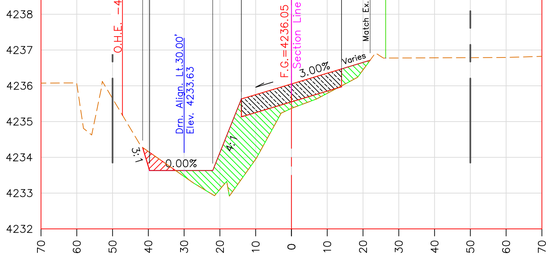
Total Volume at Station 91+22.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
53.83	3.24	32.11	2.95	13001.93	3743.60	9258.33

91+73.00



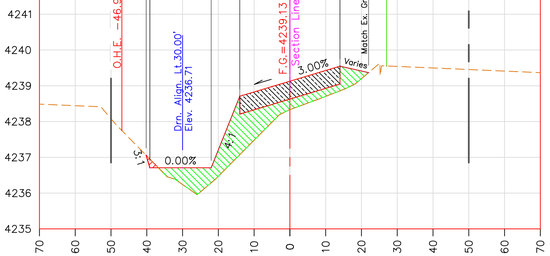
Total Volume at Station 91+73.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
26.14	6.40	43.34	5.20	13090.44	3751.45	9338.99

86+00.00



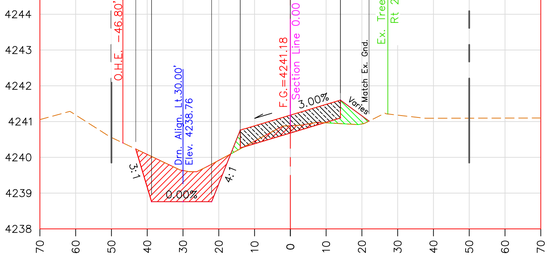
Total Volume at Station 86+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
2.36	31.86	15.77	108.58	12894.55	3213.81	9680.74

89+00.00



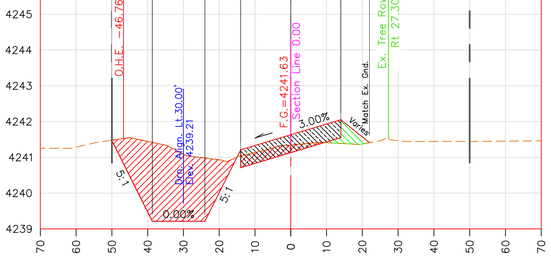
Total Volume at Station 89+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
0.41	30.49	2.69	122.37	12912.44	3600.54	9311.91

91+00.00



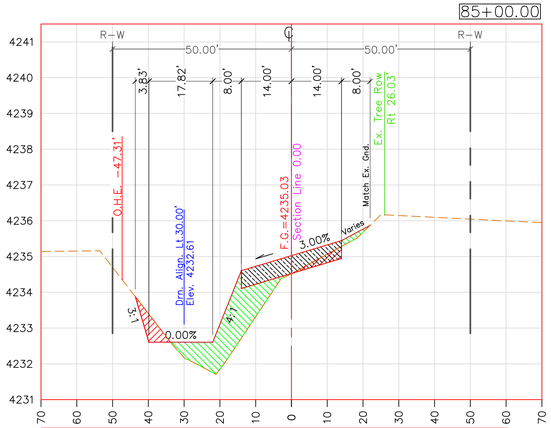
Total Volume at Station 91+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
24.98	4.00	5.68	1.14	12969.82	3740.65	9229.17

91+44.00



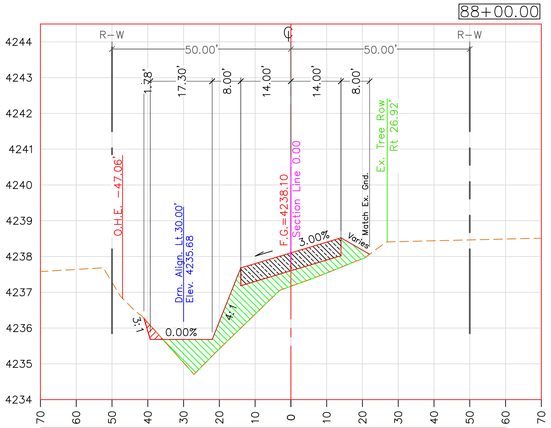
Total Volume at Station 91+44.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
54.56	3.27	22.66	1.33	13047.10	3746.25	9300.85

85+00.00



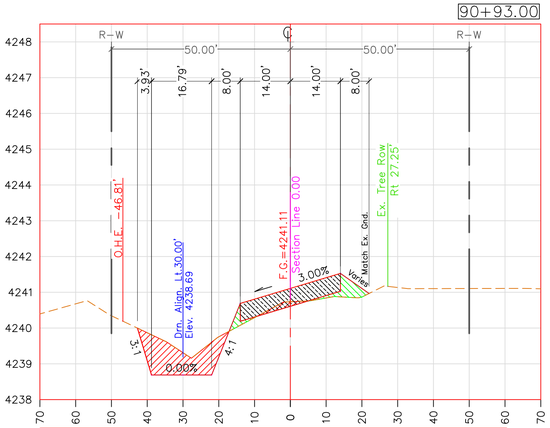
Total Volume at Station 85+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
6.16	26.77	25.43	88.98	12878.77	3105.23	9773.55

88+00.00



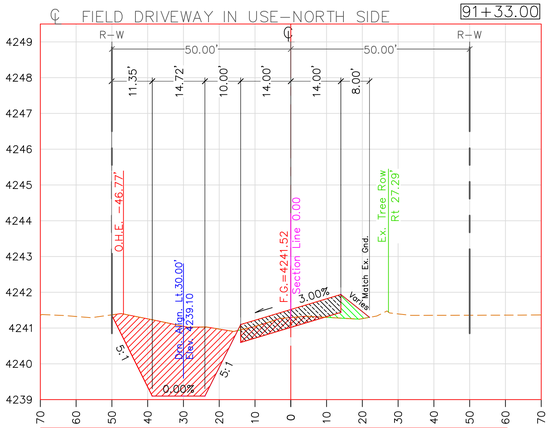
Total Volume at Station 88+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
1.04	35.59	6.38	135.64	12909.75	3478.16	9431.58

90+93.00



Total Volume at Station 90+93.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
18.83	4.79	41.34	44.04	12964.14	3739.51	9224.63

℄ FIELD DRIVEWAY IN USE–NORTH SIDE — 91+33.00



Total Volume at Station 91+33.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
56.68	3.24	22.51	1.32	13024.44	3744.92	9279.52

REVISIONS			
#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD
SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

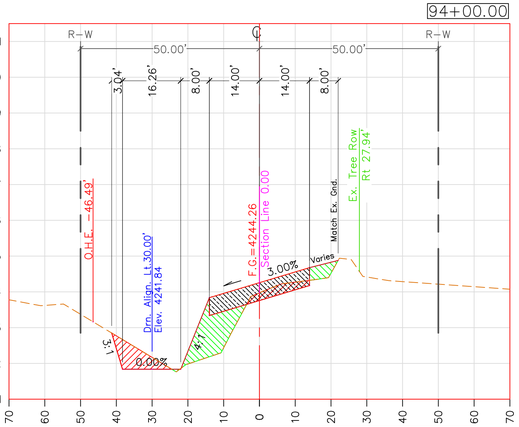
Registered Professional Engineer — Certificate 59255 — Bradley A. Simmons — Arizona U.S.A. — Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

SHEET 12 OF 21

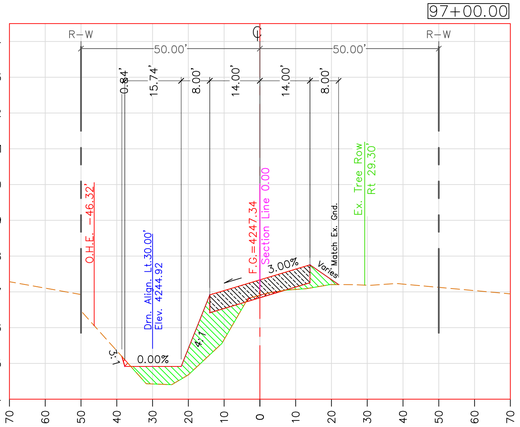
SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348



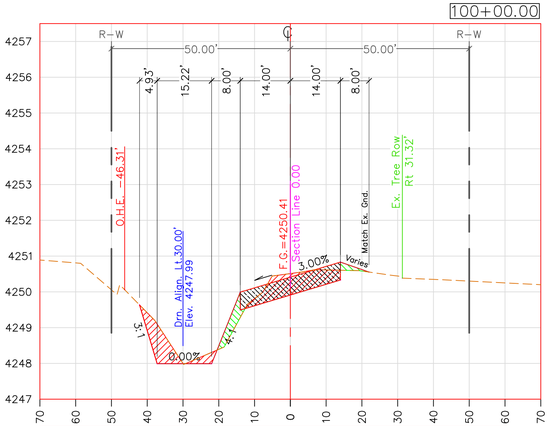
Total Volume at Station 94+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
10.76	16.81	46.34	58.71	13226.83	3859.17	9367.66



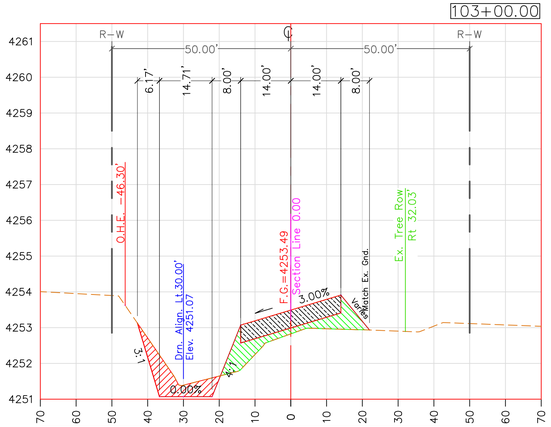
Total Volume at Station 97+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
0.82	23.87	7.36	84.68	13296.03	4084.30	9211.72



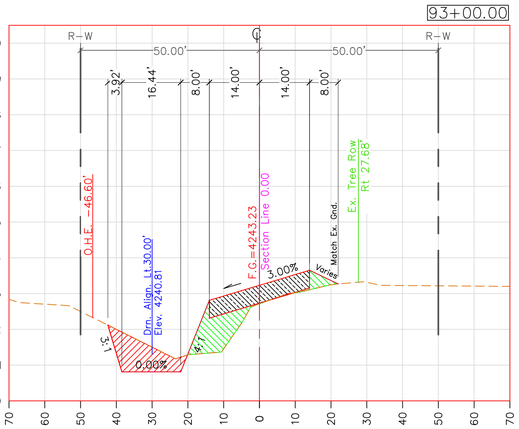
Total Volume at Station 100+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
20.18	3.88	67.02	18.50	13422.38	4208.52	9213.87



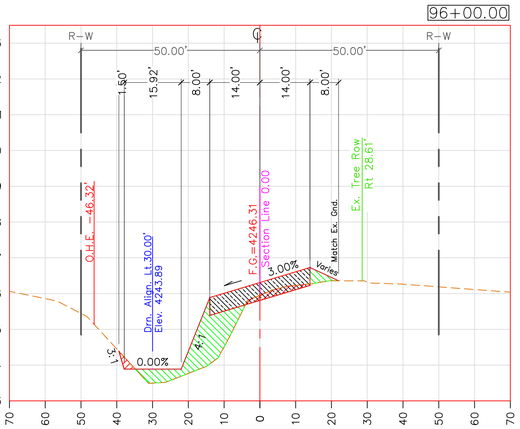
Total Volume at Station 103+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
12.13	15.54	40.23	51.97	13565.84	4307.70	9258.14



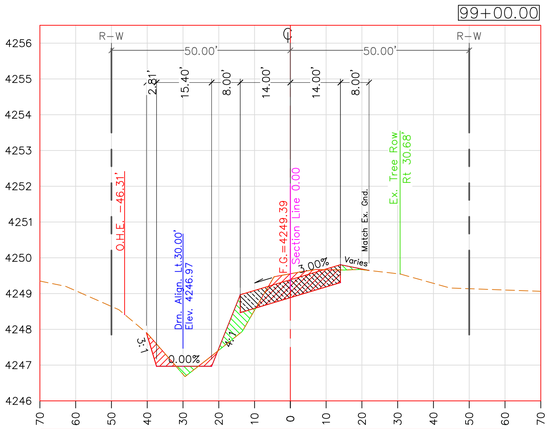
Total Volume at Station 93+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
14.26	14.89	66.24	41.94	13180.50	3800.46	9380.03



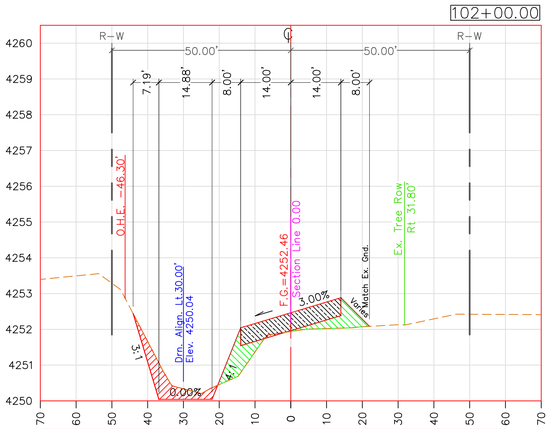
Total Volume at Station 96+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
3.16	21.85	23.88	74.90	13288.67	3999.63	9289.04



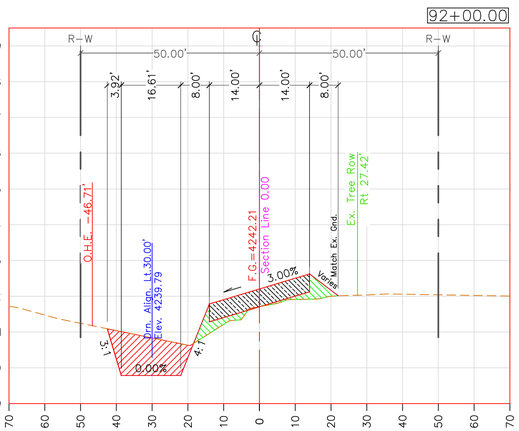
Total Volume at Station 99+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
16.01	6.11	43.73	36.40	13355.36	4190.01	9165.35



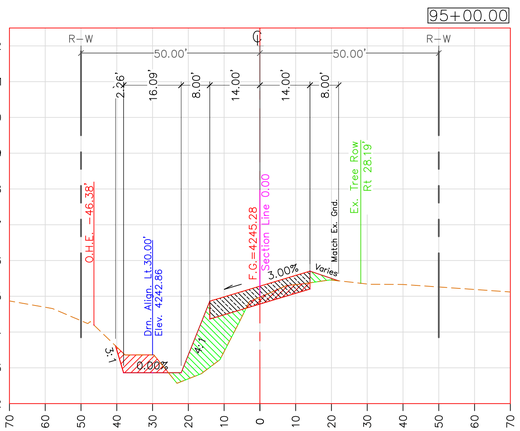
Total Volume at Station 102+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
9.60	12.52	41.81	31.61	13525.61	4255.73	9269.88



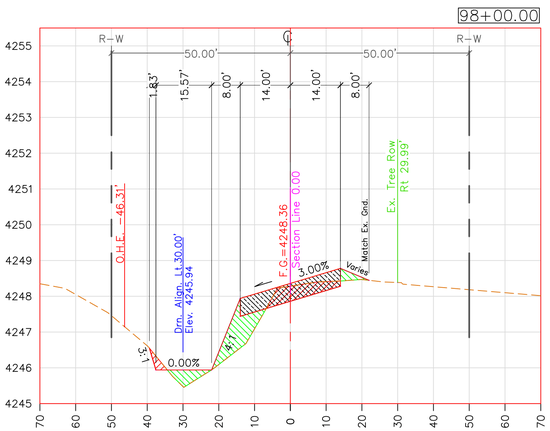
Total Volume at Station 92+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
21.51	7.75	23.82	7.08	13114.26	3758.53	9355.73



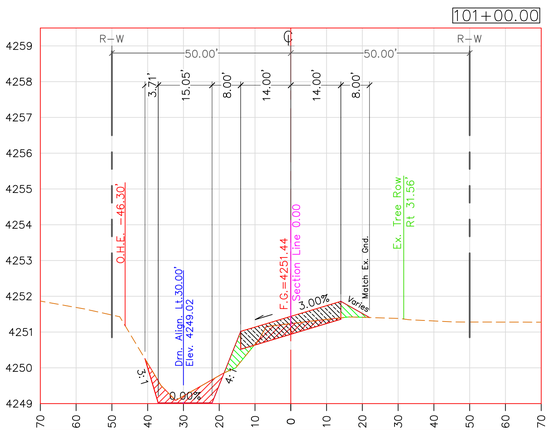
Total Volume at Station 95+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
9.73	18.59	37.95	65.56	13264.79	3924.73	9340.06



Total Volume at Station 98+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
7.61	13.55	15.60	69.31	13311.63	4153.61	9158.02



Total Volume at Station 101+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
12.98	4.55	61.42	15.61	13483.80	4224.13	9259.68

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

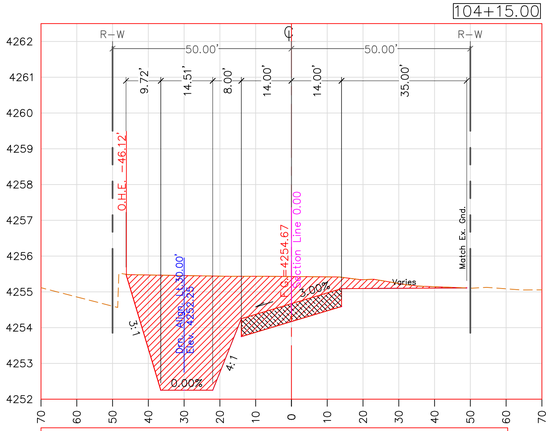
DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer CERTIFICATE NO. 59255 BRADLEY A. SIMMONS STATE OF ARIZONA U.S.A. Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

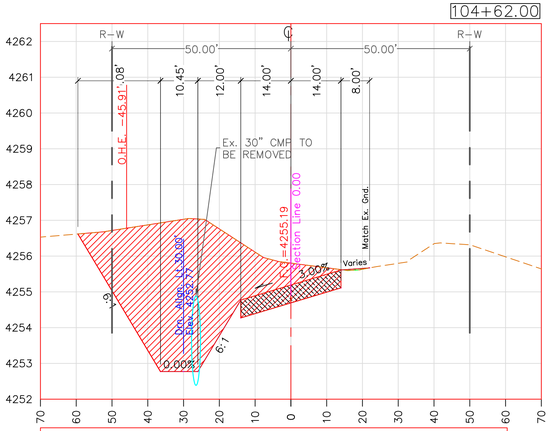
SHEET 13 OF 21

104+15.00



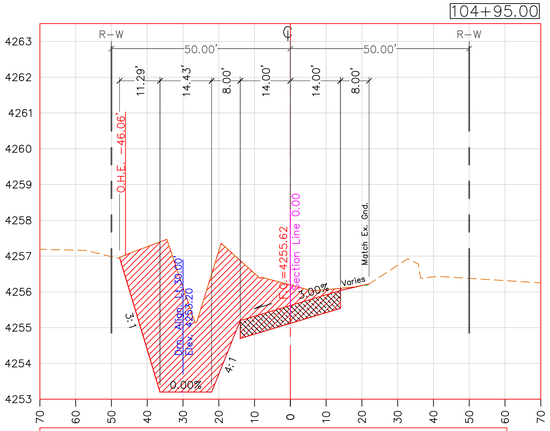
Total Volume at Station 104+15.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
119.58	0.00	34.82	0.00	13843.37	4336.48	9506.89

104+62.00



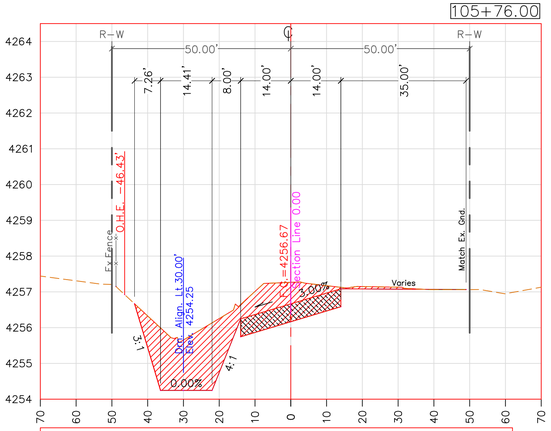
Total Volume at Station 104+62.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
160.18	0.17	119.94	0.07	14070.46	4336.55	9733.91

104+95.00



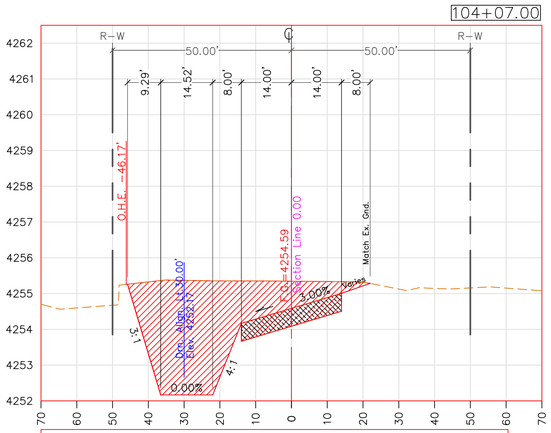
Total Volume at Station 104+95.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
123.08	0.02	37.03	0.01	14265.21	4336.67	9928.55

105+76.00



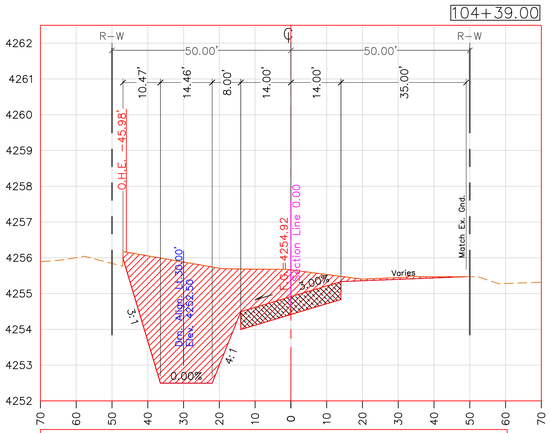
Total Volume at Station 105+76.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
67.15	0.05	9.95	0.00	14543.93	4336.67	10207.26

104+07.00



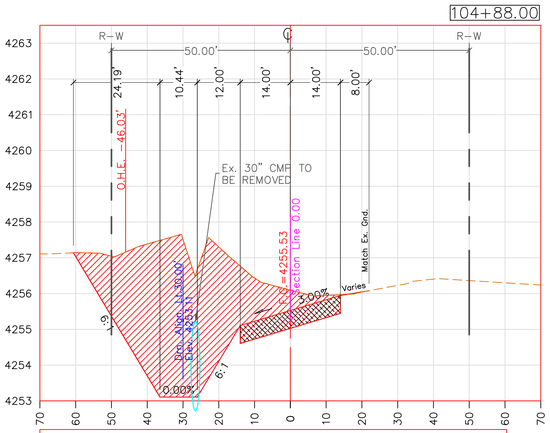
Total Volume at Station 104+07.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
115.44	0.00	28.39	0.00	13808.55	4336.48	9472.07

104+39.00



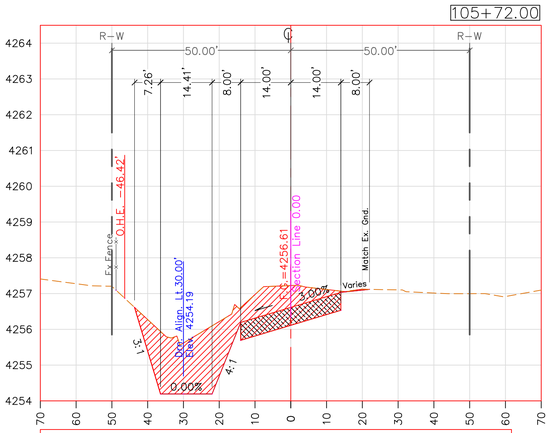
Total Volume at Station 104+39.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
121.42	0.00	53.78	0.00	13950.51	4336.48	9614.04

104+88.00



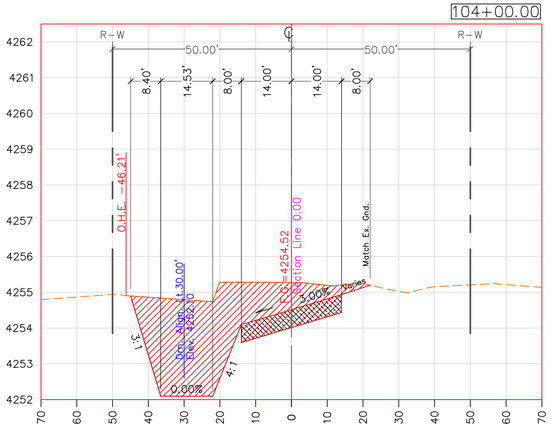
Total Volume at Station 104+88.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
162.55	0.05	79.15	0.04	14228.19	4336.66	9891.53

105+72.00



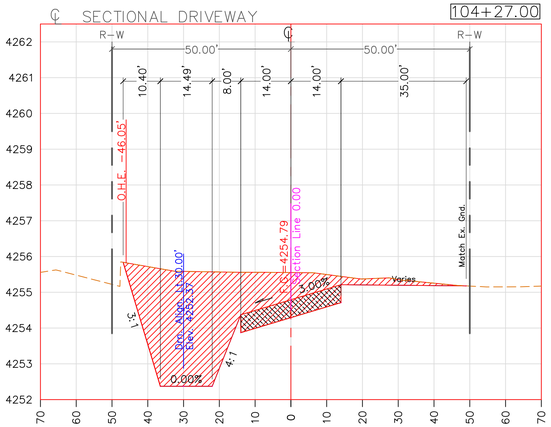
Total Volume at Station 105+72.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
67.12	0.00	246.47	0.00	14533.99	4336.67	10197.32

104+00.00



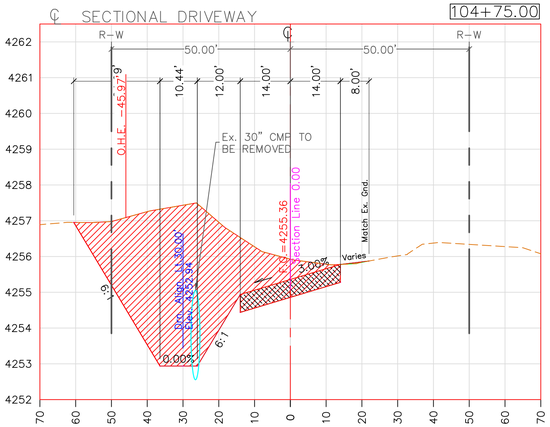
Total Volume at Station 104+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
103.60	0.00	214.32	28.78	13780.15	4336.48	9443.68

℄ SECTIONAL DRIVEWAY 104+27.00



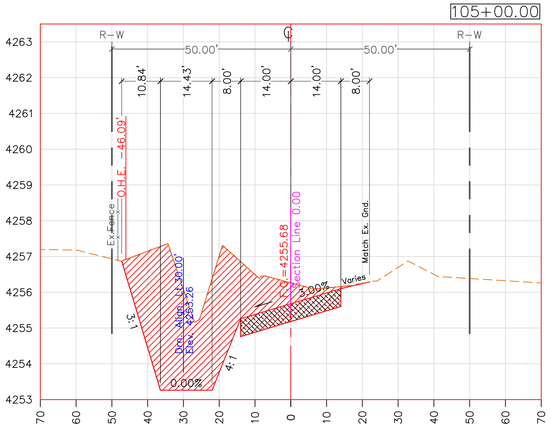
Total Volume at Station 104+27.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
120.58	0.00	53.37	0.00	13896.74	4336.48	9560.26

℄ SECTIONAL DRIVEWAY 104+75.00



Total Volume at Station 104+75.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
166.22	0.12	78.58	0.07	14149.04	4336.62	9812.42

105+00.00



Total Volume at Station 105+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
117.73	0.00	22.30	0.00	14287.51	4336.67	9950.84

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

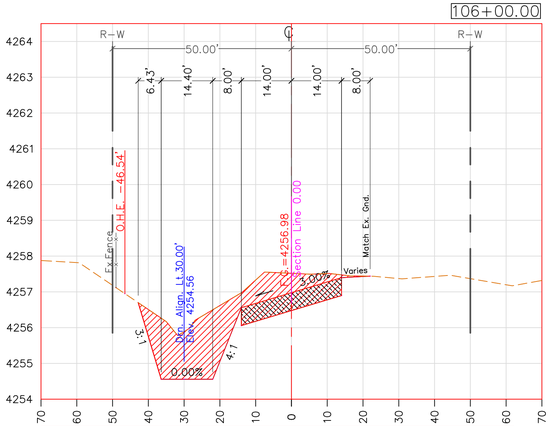
Certified Professional Engineer — CERTIFICATE NO. 59255 — BRADLEY A. SIMMONS — Assigned by the State of Arizona U.S.A. — Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

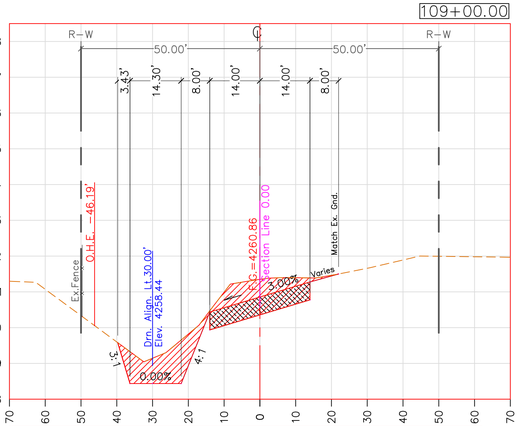
SHEET 14 OF 21

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

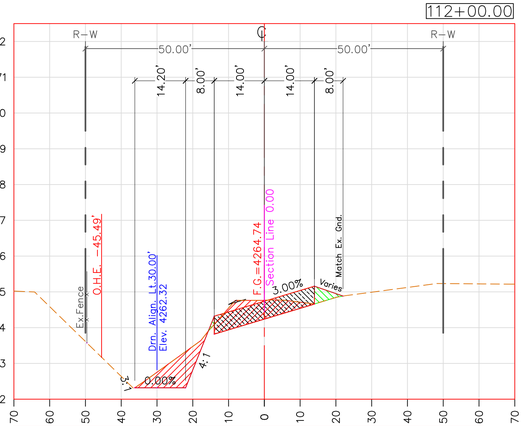
TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348



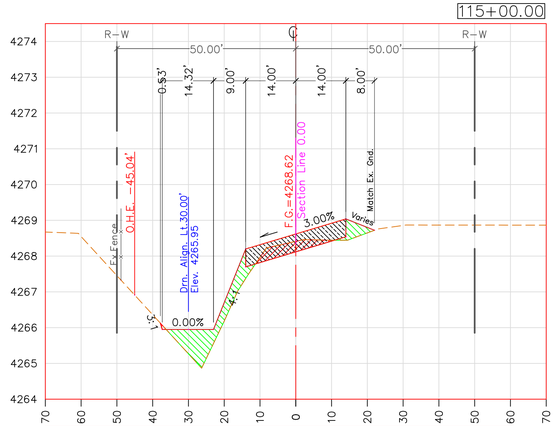
Total Volume at Station 106+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
65.11	0.00	9.69	0.01	14602.10	4336.71	10265.40



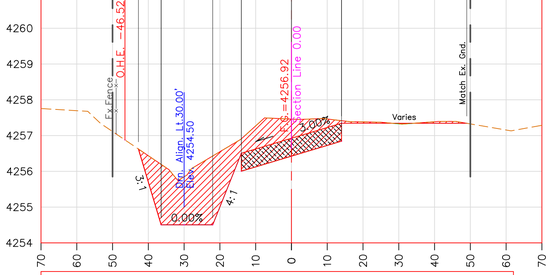
Total Volume at Station 109+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
43.26	0.00	163.01	0.00	15170.61	4336.71	10833.90



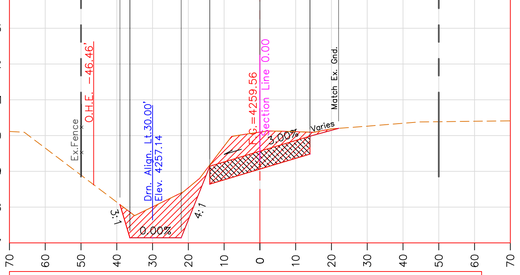
Total Volume at Station 112+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
22.43	2.10	102.27	6.36	15561.88	4346.12	11215.76



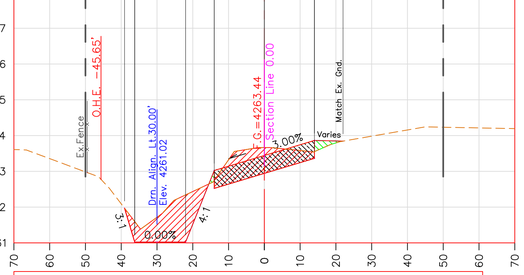
Total Volume at Station 115+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
5.09	15.93	22.88	43.47	15690.09	4422.09	11268.01



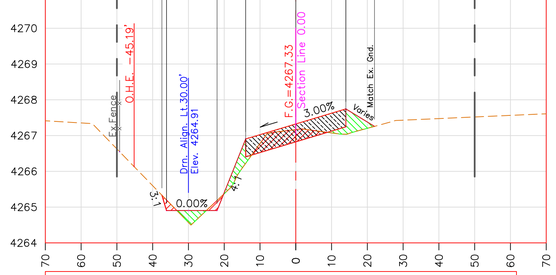
Total Volume at Station 105+96.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
65.65	0.07	24.10	0.02	14592.42	4336.70	10255.72



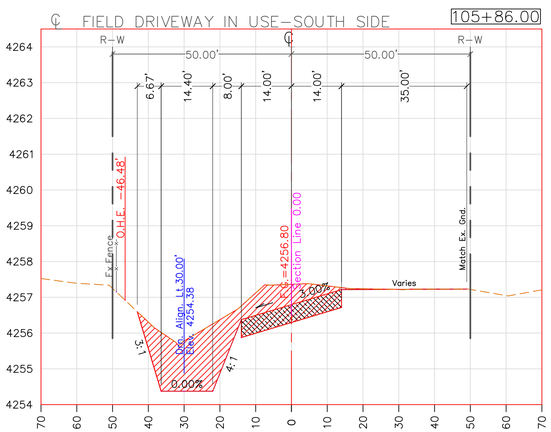
Total Volume at Station 108+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
44.77	0.00	183.92	0.00	15007.60	4336.71	10670.89



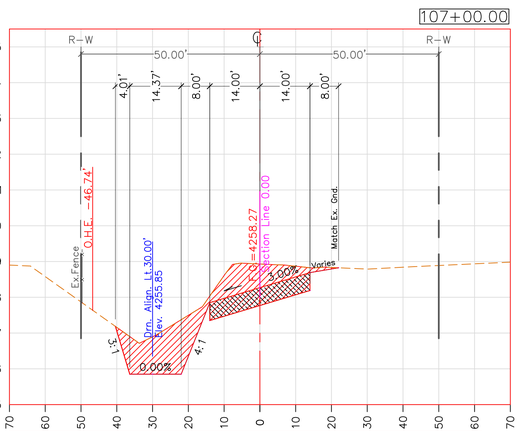
Total Volume at Station 111+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
32.80	1.33	134.82	2.76	15459.61	4339.76	11119.84



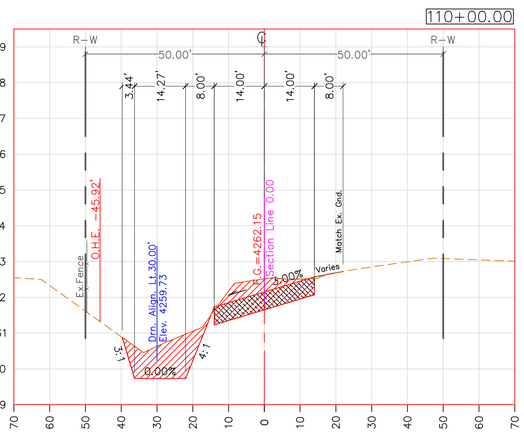
Total Volume at Station 114+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
7.26	7.54	38.62	21.28	15667.21	4378.62	11288.60



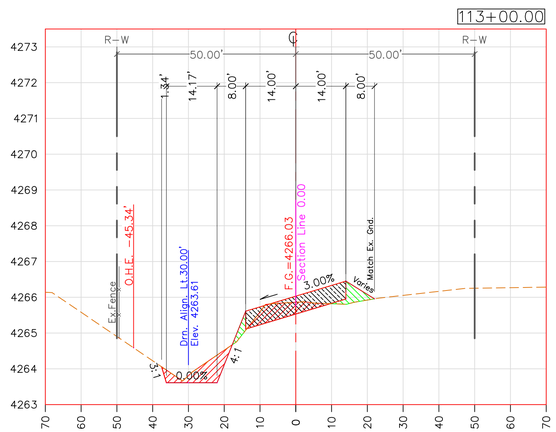
Total Volume at Station 105+86.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
64.51	0.02	24.38	0.01	14568.31	4336.68	10231.63



Total Volume at Station 107+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
54.55	0.00	221.58	0.00	14823.68	4336.71	10486.98



Total Volume at Station 110+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
40.00	0.16	154.18	0.30	15324.79	4337.00	10987.79



Total Volume at Station 113+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
13.59	3.95	66.71	11.21	15628.59	4357.33	11271.26

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD
SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

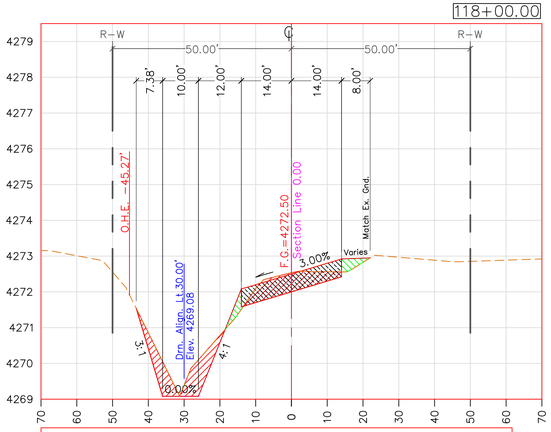
DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer CERTIFICATE NO. 59255 BRADLEY A. SIMMONS 6/10/2019 ARIZONA U.S.A. Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

SHEET 15 OF 21

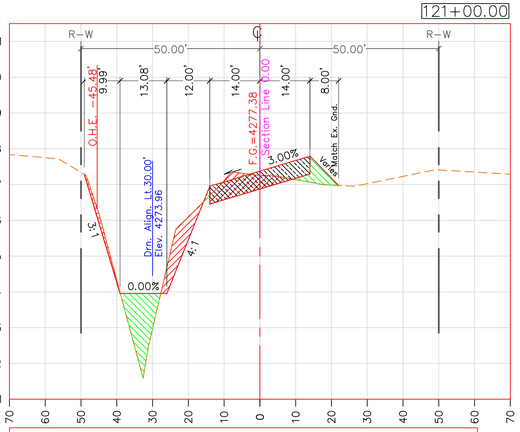
118+00.00



Total Volume at Station 118+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
23.83	3.16	71.47	17.90	15845.38	4501.30	11344.08

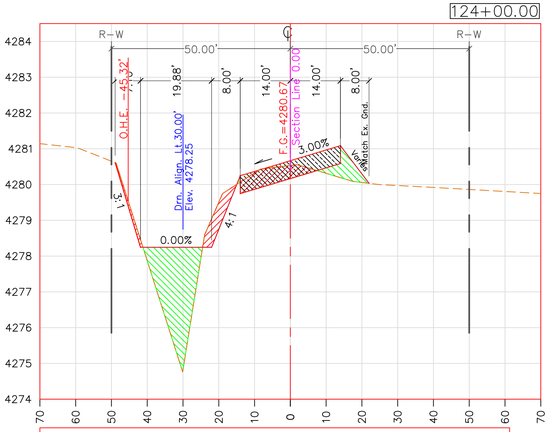
121+00.00



Total Volume at Station 121+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
18.27	16.73	67.29	62.33	16040.78	4655.77	11385.01

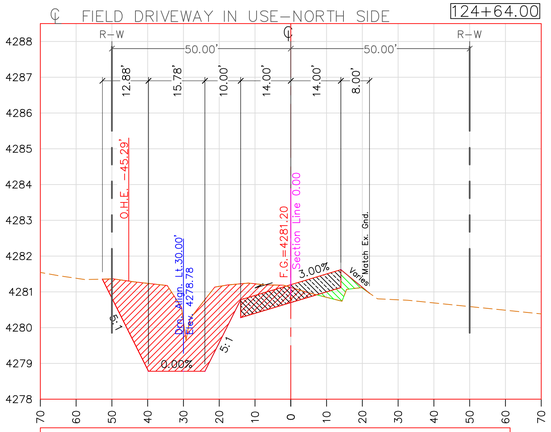
124+00.00



Total Volume at Station 124+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
13.77	34.14	49.44	112.78	16174.98	4953.95	11221.03

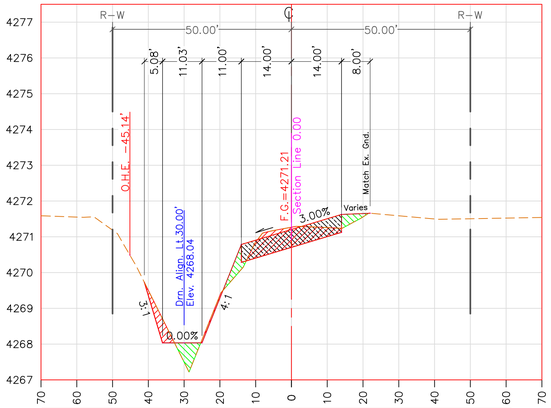
℄ FIELD DRIVEWAY IN USE–NORTH SIDE 124+64.00



Total Volume at Station 124+64.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
72.20	3.30	26.17	1.28	16253.41	5003.32	11250.10

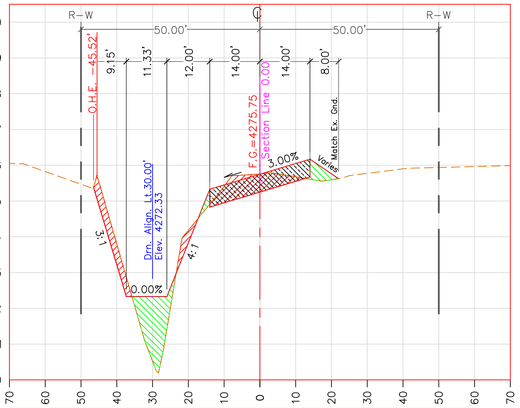
117+00.00



Total Volume at Station 117+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
14.77	6.51	50.86	21.93	15773.91	4483.40	11290.50

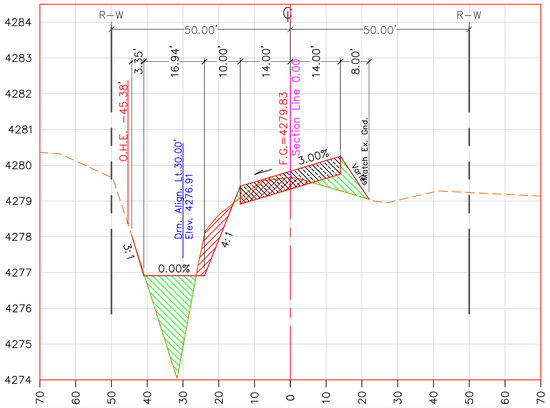
120+00.00



Total Volume at Station 120+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
18.07	16.92	58.72	58.82	15973.49	4593.44	11380.05

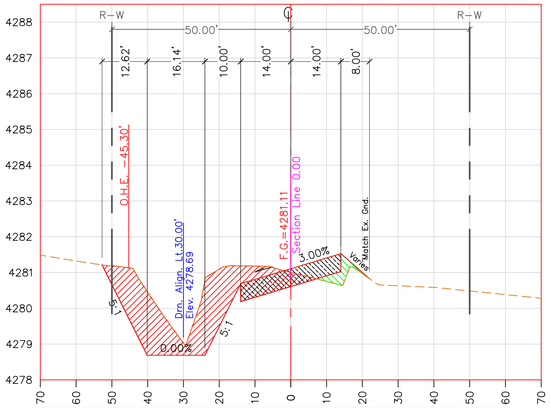
123+00.00



Total Volume at Station 123+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
12.93	26.76	37.44	101.99	16125.54	4841.17	11284.36

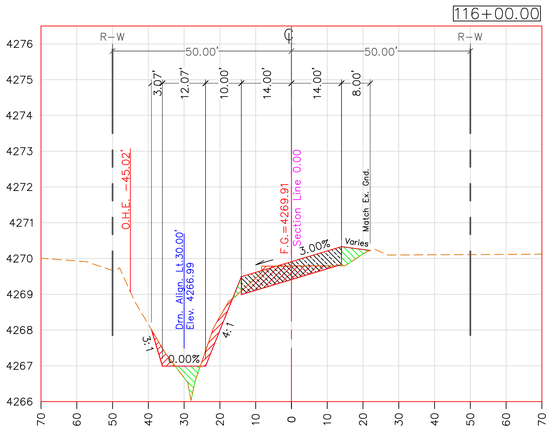
124+53.00



Total Volume at Station 124+53.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
56.28	2.98	38.93	18.73	16227.24	5002.04	11225.20

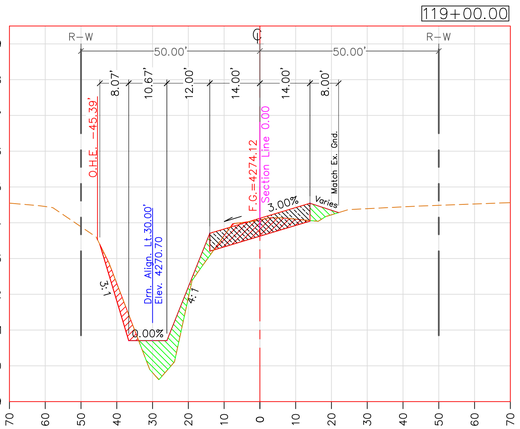
116+00.00



Total Volume at Station 116+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
12.70	5.34	32.95	39.38	15723.04	4461.47	11261.57

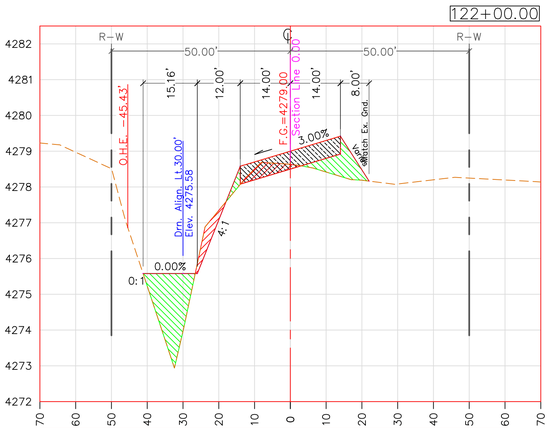
119+00.00



Total Volume at Station 119+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
13.64	14.84	69.39	33.32	15914.77	4534.62	11380.14

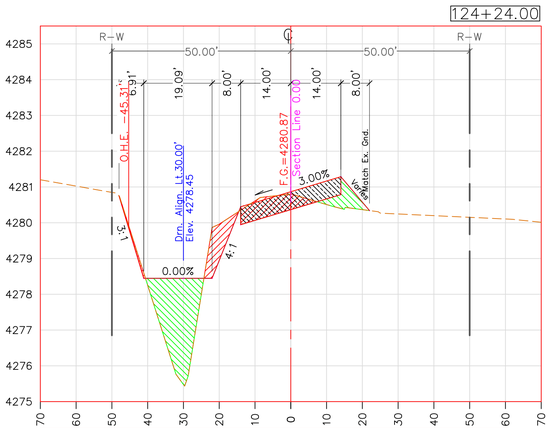
122+00.00



Total Volume at Station 122+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
7.28	28.31	47.32	83.42	16088.10	4739.19	11348.91

124+24.00



Total Volume at Station 124+24.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
16.22	31.90	13.33	29.35	16188.31	4983.30	11205.01

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

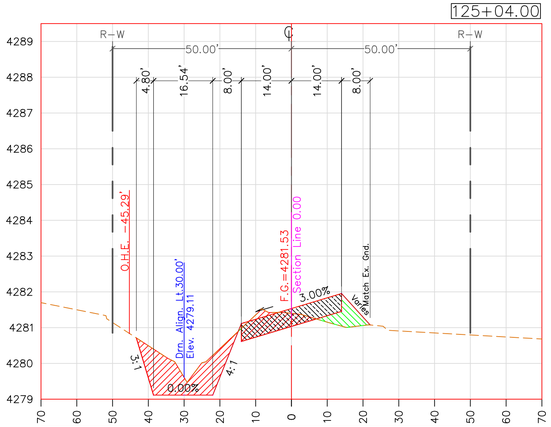
DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Certified Professional Engineer
CERTIFICATE NO. 59255
BRADLEY A. SIMMONS
Registered Professional Engineer
ARIZONA U.S.A.
Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

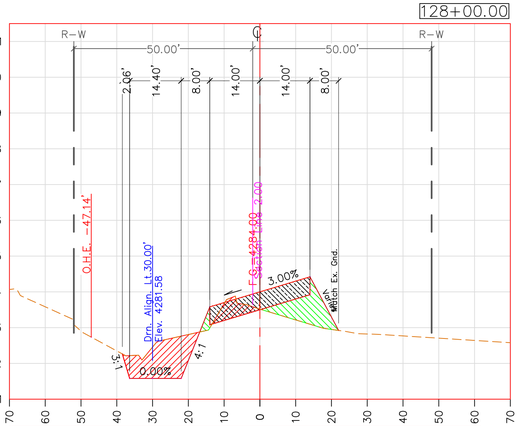
SHEET 16 OF 21

125+04.00



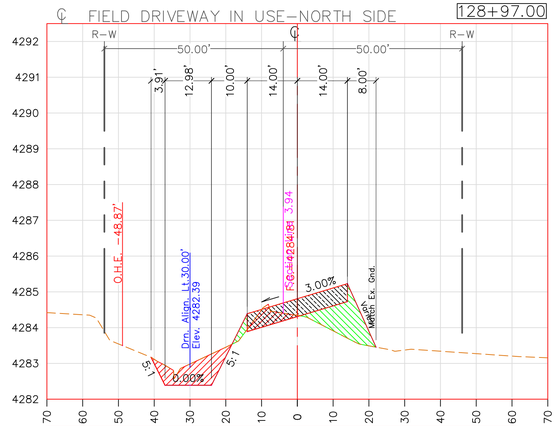
Total Volume at Station 125+04.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
30.25	5.31	4.59	0.78	16318.60	5010.21	11308.40

128+00.00



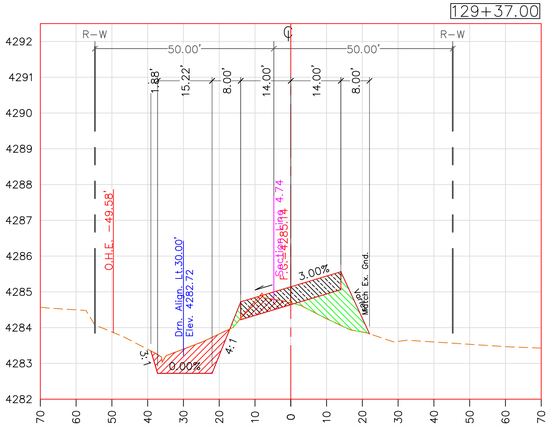
Total Volume at Station 128+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
20.68	11.99	80.14	38.39	16592.14	5103.91	11488.23

℄ FIELD DRIVEWAY IN USE-NORTH SIDE 128+97.00



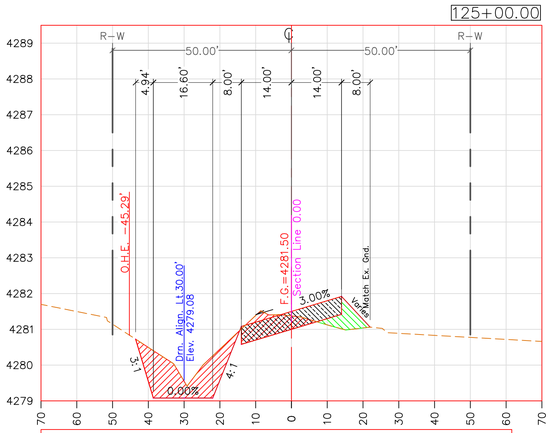
Total Volume at Station 128+97.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
15.20	13.90	4.82	6.12	16642.38	5157.34	11485.05

129+37.00



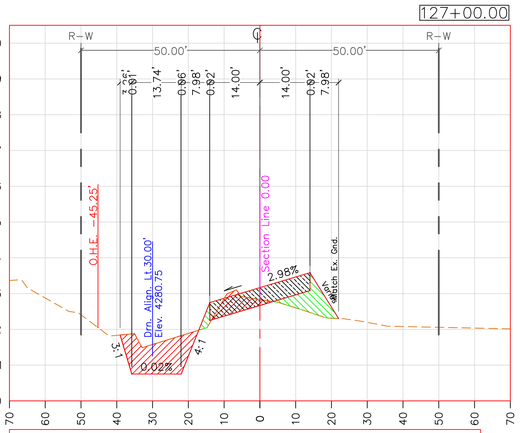
Total Volume at Station 129+37.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
17.48	13.29	18.20	14.47	16667.21	5177.37	11489.84

125+00.00



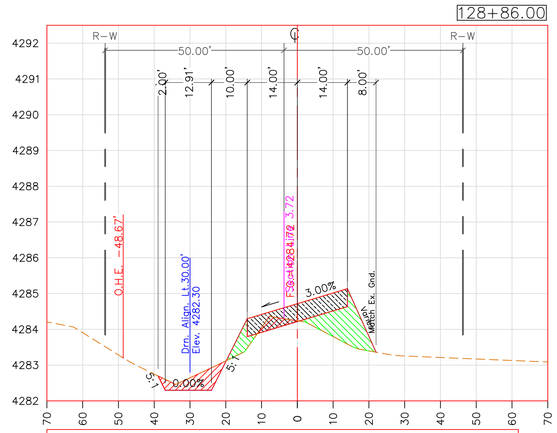
Total Volume at Station 125+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
31.66	5.20	36.35	4.51	16314.02	5009.43	11304.59

127+00.00



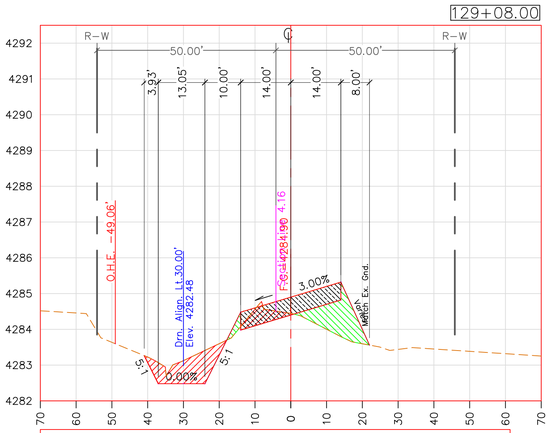
Total Volume at Station 127+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
22.60	8.74	91.95	31.30	16512.00	5065.52	11446.48

128+86.00



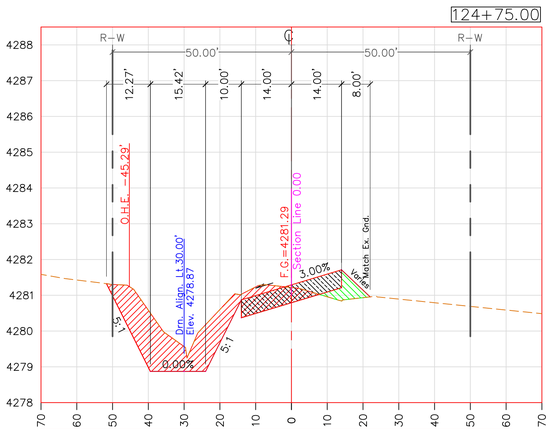
Total Volume at Station 128+86.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
8.45	16.12	10.96	17.42	16637.56	5151.22	11486.34

129+08.00



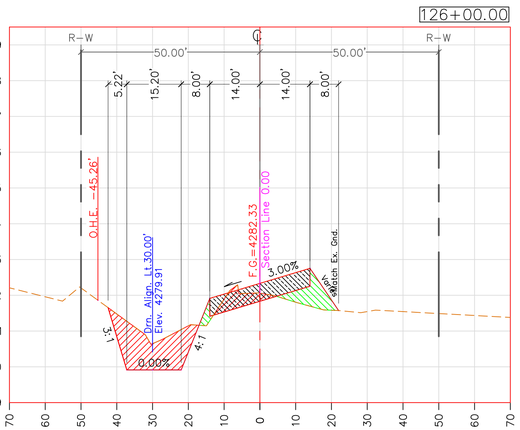
Total Volume at Station 129+08.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
16.41	13.65	4.87	4.04	16649.01	5162.91	11486.10

124+75.00



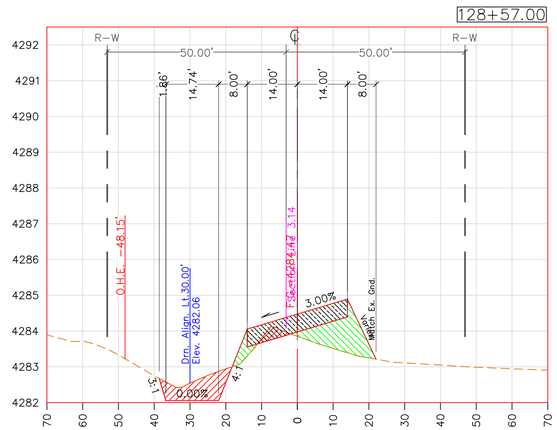
Total Volume at Station 124+75.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
46.86	4.54	24.25	1.60	16277.66	5004.91	11272.75

126+00.00



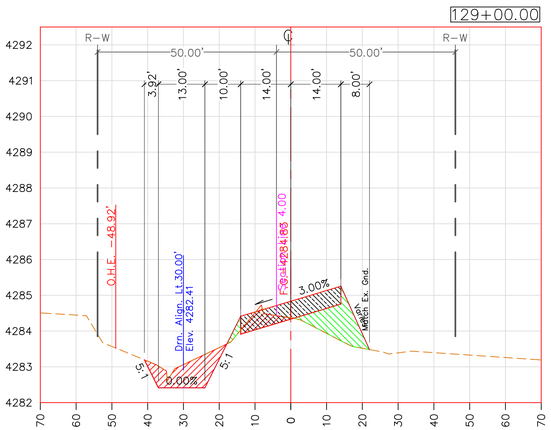
Total Volume at Station 126+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
26.82	8.20	101.45	24.02	16420.05	5034.22	11385.83

128+57.00



Total Volume at Station 128+57.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
11.97	16.32	34.46	29.89	16626.60	5133.80	11492.80

129+00.00



Total Volume at Station 129+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
16.45	13.63	1.76	1.53	16644.14	5158.87	11485.27

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

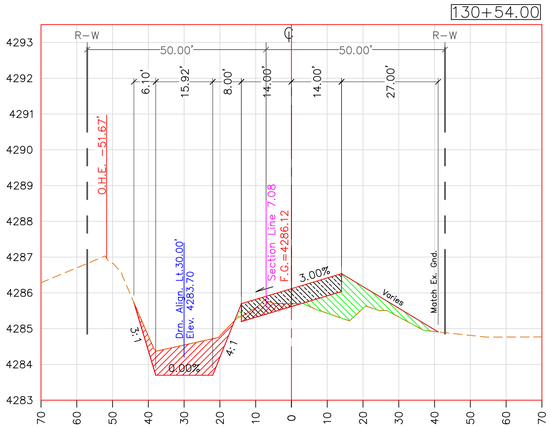
COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Certified Professional Engineer — CERTIFICATE NO. 59255 — BRADLEY A. SIMMONS — Signed — ARIZONA U.S.A. — Expires 3/31/21

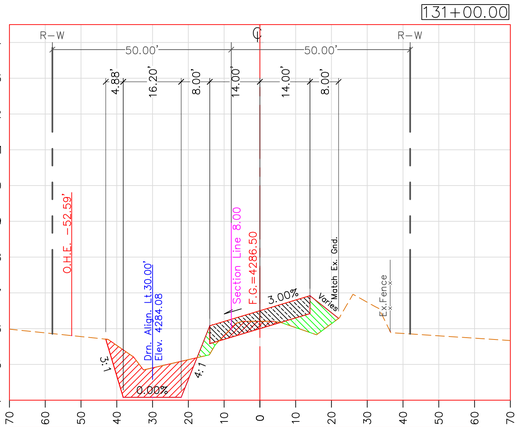
DATE: 06/11/2019
SCALE: 1"=20'

SHEET 17 OF 21



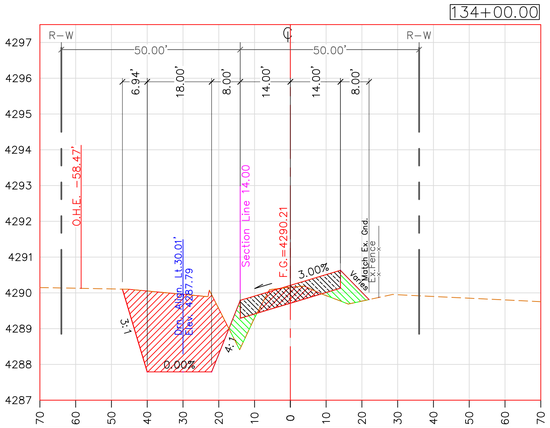
Total Volume at Station 130+54.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
21.56	16.22	20.73	12.82	16756.40	5230.22	11526.18



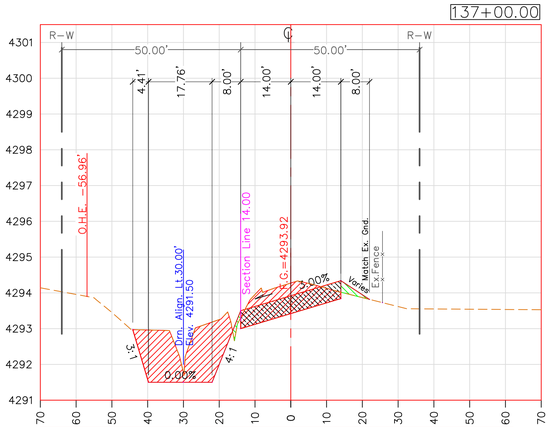
Total Volume at Station 131+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
24.52	8.66	22.64	11.15	16795.41	5252.69	11542.72



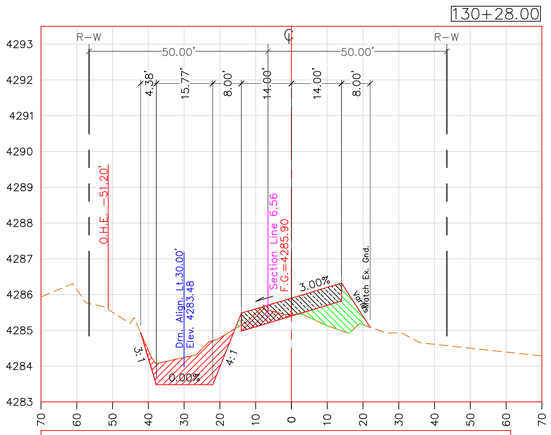
Total Volume at Station 134+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
58.73	8.94	210.27	38.60	17311.34	5375.66	11935.68



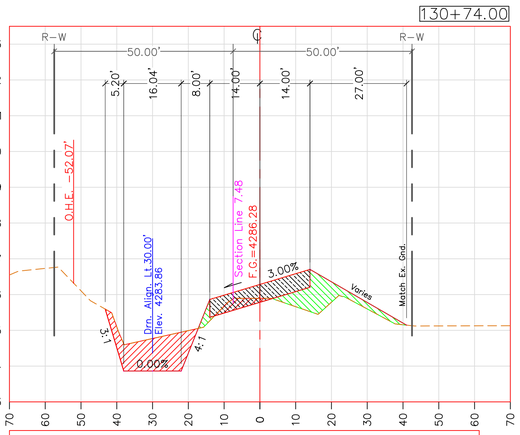
Total Volume at Station 137+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
51.17	1.78	207.08	6.59	18004.96	5410.58	12594.38



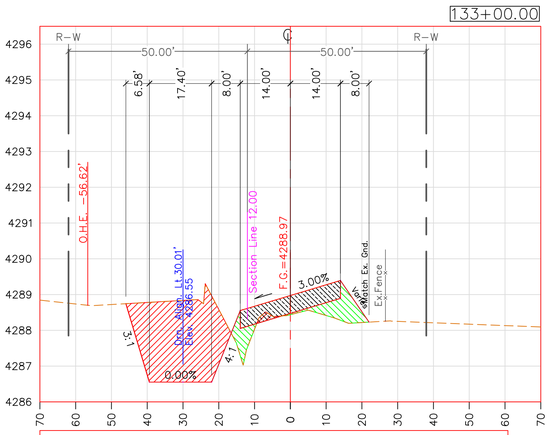
Total Volume at Station 130+28.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
21.49	10.41	22.50	11.28	16735.67	5217.39	11518.28



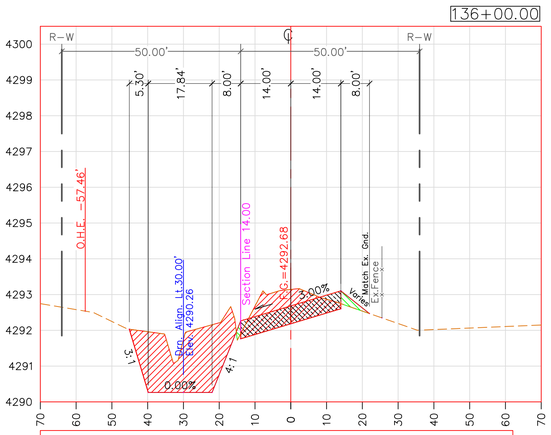
Total Volume at Station 130+74.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
22.50	14.49	8.27	5.50	16772.77	5241.54	11531.23



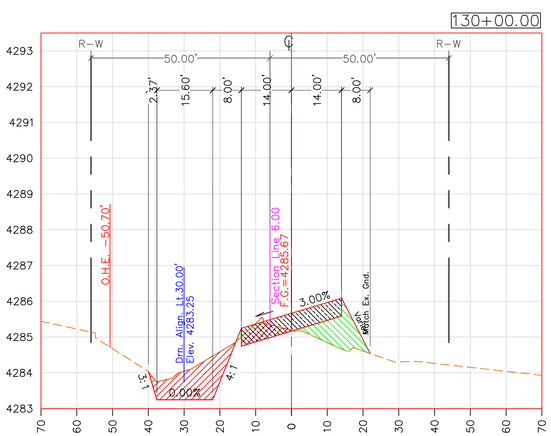
Total Volume at Station 133+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
54.81	11.91	180.88	45.19	17101.07	5337.06	11764.01



Total Volume at Station 136+00.00

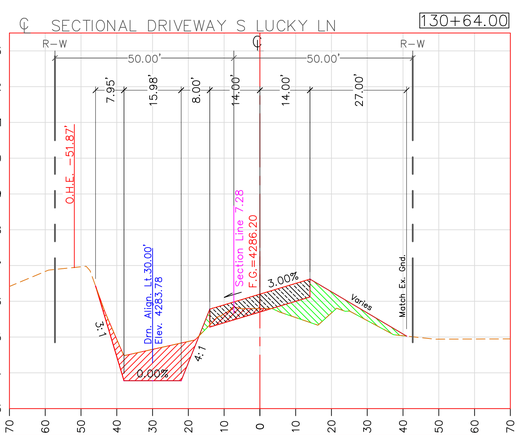
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
60.65	1.78	245.67	7.53	17797.87	5403.99	12393.88



Total Volume at Station 130+00.00

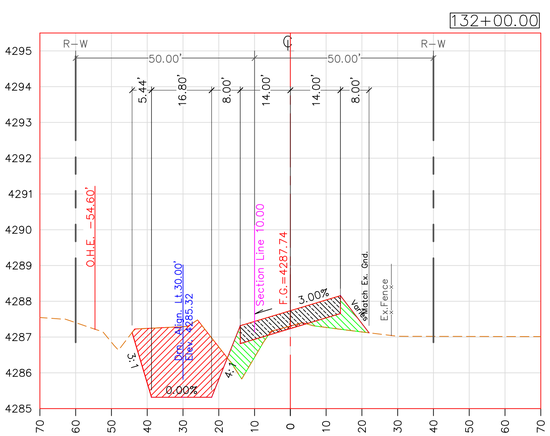
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
21.91	11.34	45.96	28.74	16713.17	5206.11	11507.06

℄ SECTIONAL DRIVEWAY S LUCKY LN



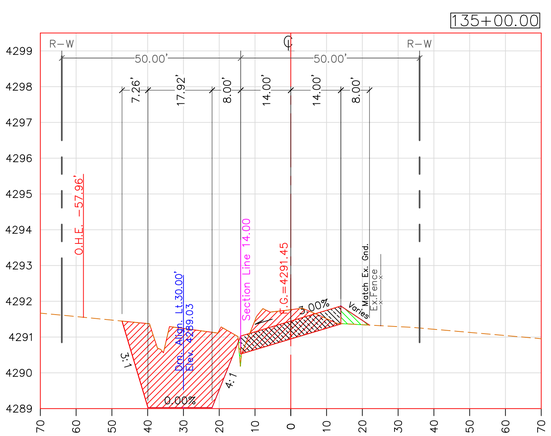
Total Volume at Station 130+64.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
22.16	15.22	8.10	5.82	16764.50	5236.04	11528.46



Total Volume at Station 132+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
42.86	12.50	124.78	39.18	16920.18	5291.87	11628.32



Total Volume at Station 135+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
72.01	2.29	240.86	20.80	17552.20	5396.46	12155.74

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD
SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

COUNTY OF COCHISE ARIZONA 1881

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer CERTIFICATE NO. 59255 BRADLEY A. SIMMONS Signed 07 JUNE 2019 ARIZONA U.S.A. Expires 3/31/21

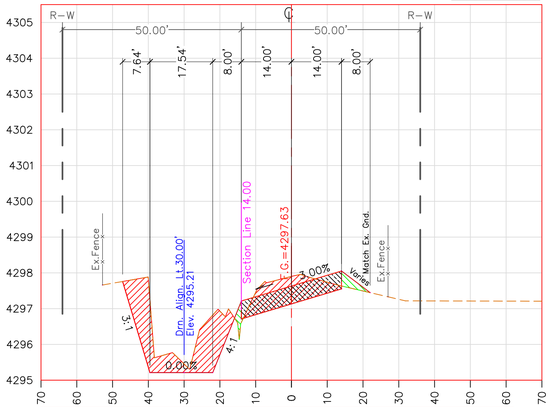
DATE: 06/11/2019
SCALE: 1"=20'

SHEET 18 OF 21

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

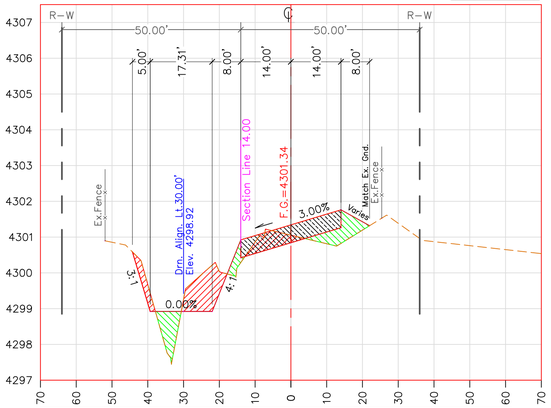
TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

140+00.00



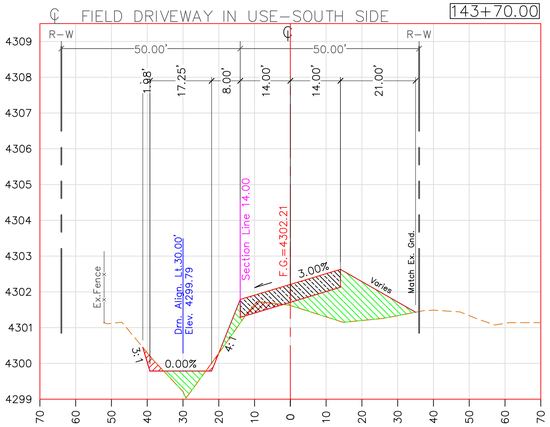
Total Volume at Station 140+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
43.52	2.55	141.49	10.02	18438.10	5438.41	12999.69

143+00.00



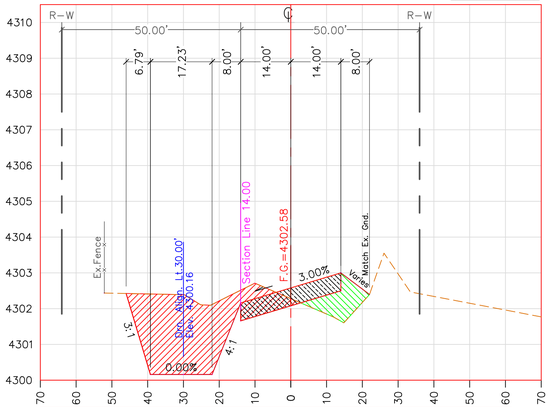
Total Volume at Station 143+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
17.64	13.56	65.55	47.86	18729.25	5530.22	13199.03

℄ FIELD DRIVEWAY IN USE-SOUTH SIDE 143+70.00



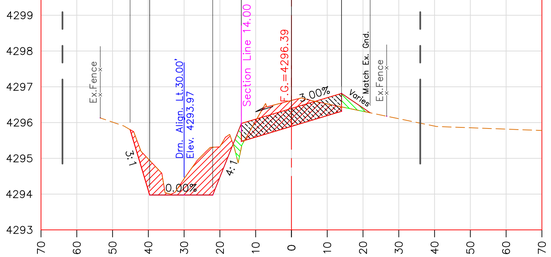
Total Volume at Station 143+70.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
3.19	29.82	1.08	10.58	18752.36	5577.93	13174.43

144+00.00



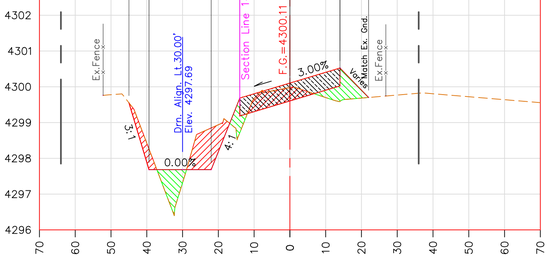
Total Volume at Station 144+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
63.38	10.54	25.14	7.29	18781.28	5596.90	13184.39

139+00.00



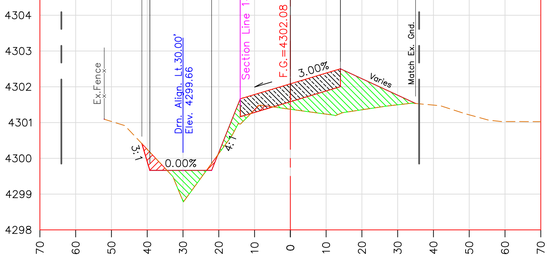
Total Volume at Station 139+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
32.88	2.86	128.89	9.91	18296.61	5428.39	12868.22

142+00.00



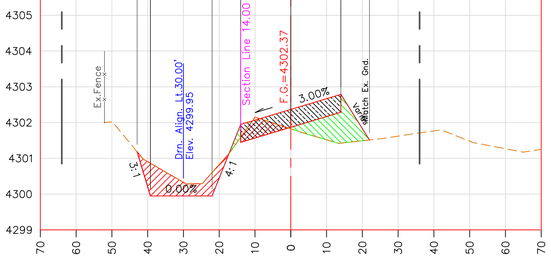
Total Volume at Station 142+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
17.76	12.28	88.95	30.99	18663.71	5482.36	13181.34

143+60.00



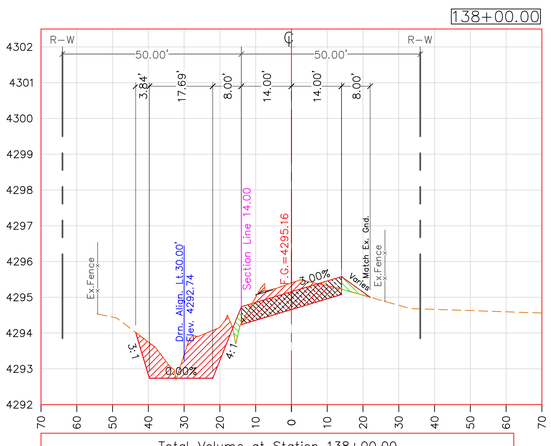
Total Volume at Station 143+60.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
2.63	27.29	0.31	2.58	18751.28	5567.35	13183.92

143+83.00



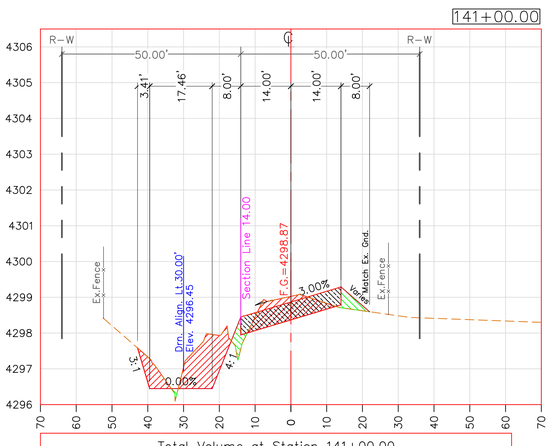
Total Volume at Station 143+83.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
16.46	12.62	1.44	1.96	18756.15	5589.60	13166.54

138+00.00



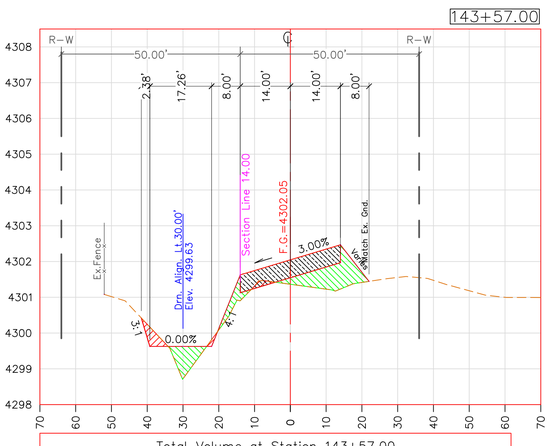
Total Volume at Station 138+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
36.72	2.49	162.76	7.90	18167.72	5418.48	12749.24

141+00.00



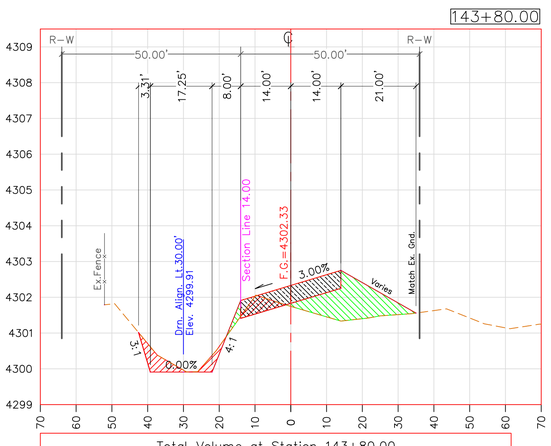
Total Volume at Station 141+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
30.27	4.45	136.66	12.97	18574.76	5451.38	13123.38

143+57.00



Total Volume at Station 143+57.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
2.94	19.17	21.72	34.55	18750.97	5564.77	13186.20

143+80.00



Total Volume at Station 143+80.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
9.50	22.64	2.35	9.71	18754.71	5587.65	13167.06

REVISIONS			
#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD
SHEET TITLE: CROSS SECTIONS

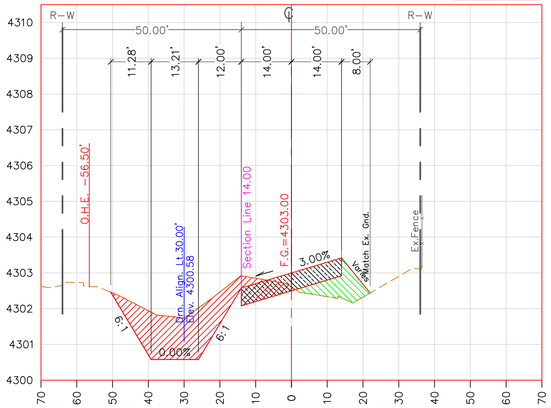
COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer CERTIFICATE NO. 59255 BRADLEY A. SIMMONS ARIZONA U.S.A. Expires 3/31/21

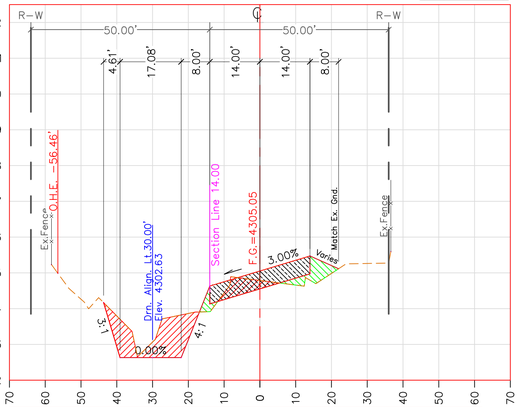
DATE: 06/11/2019
SCALE: 1"=20'

144+34.00



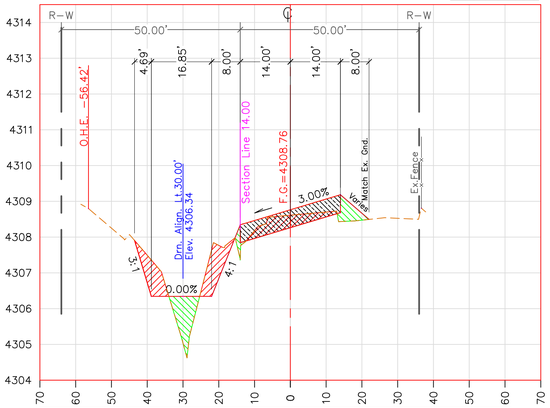
Total Volume at Station 144+34.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
41.73	9.72	19.69	3.96	18849.86	5608.96	13240.90

146+00.00



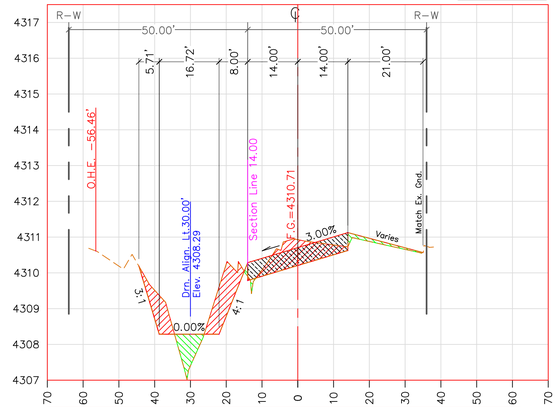
Total Volume at Station 146+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
22.68	5.90	68.08	26.33	18978.92	5656.84	13322.08

149+00.00



Total Volume at Station 149+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
18.64	10.79	71.25	36.23	19206.69	5744.51	13462.18

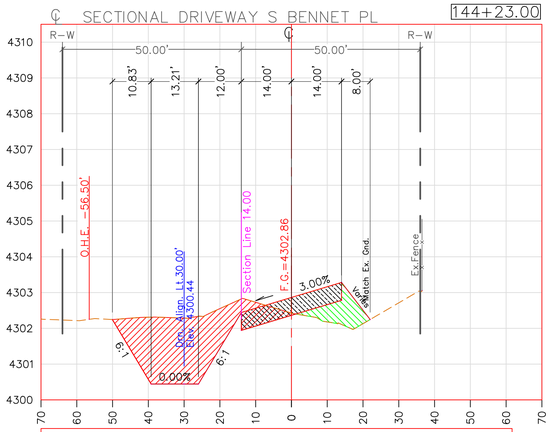
150+77.00



Total Volume at Station 150+77.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
26.89	6.91	21.76	6.56	19347.80	5802.45	13545.35

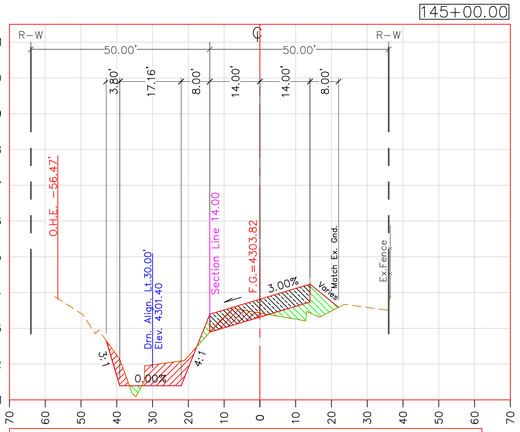
℄ SECTIONAL DRIVEWAY S BENNET PL

144+23.00



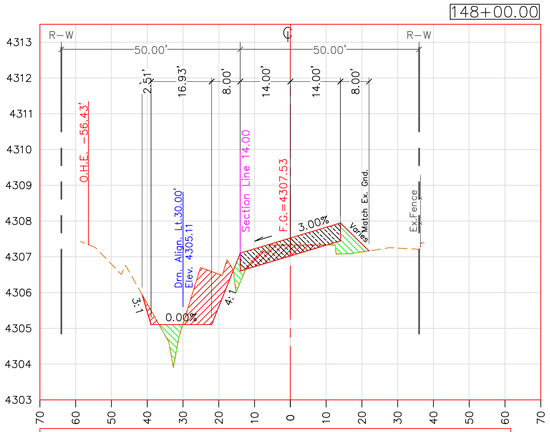
Total Volume at Station 144+23.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
54.91	9.72	22.48	3.79	18830.17	5605.00	13225.17

145+00.00



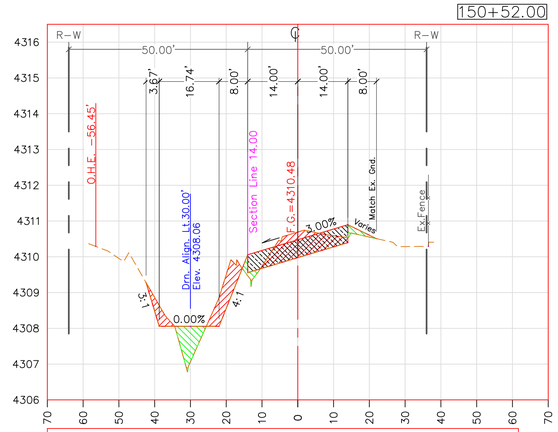
Total Volume at Station 145+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
14.08	8.31	25.86	11.66	18910.83	5630.51	13280.32

148+00.00



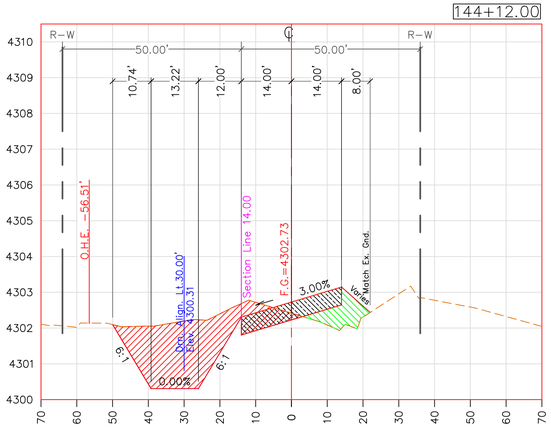
Total Volume at Station 148+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
19.84	8.77	75.63	28.37	19135.44	5708.28	13427.16

150+52.00



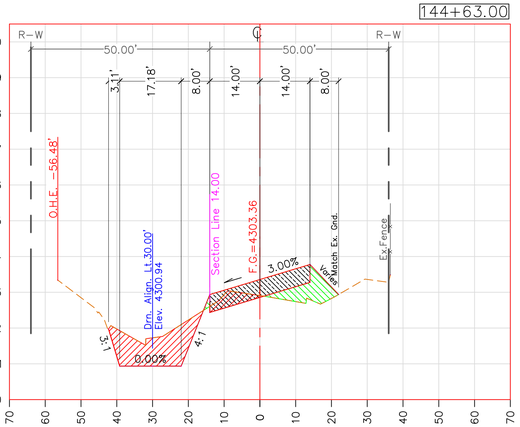
Total Volume at Station 150+52.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
20.12	7.26	41.77	15.34	19326.04	5795.89	13530.15

144+12.00



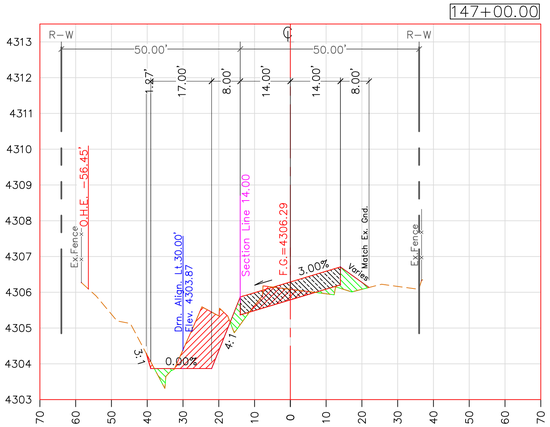
Total Volume at Station 144+12.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
55.46	8.87	26.41	4.31	18807.69	5601.21	13206.48

144+63.00



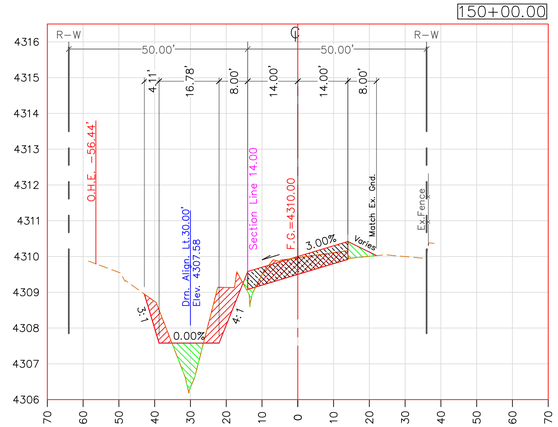
Total Volume at Station 144+63.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
23.66	8.71	35.12	9.89	18884.98	5618.85	13266.12

147+00.00



Total Volume at Station 147+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
21.00	6.55	80.90	23.06	19059.82	5679.91	13379.91

150+00.00



Total Volume at Station 150+00.00						
Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
23.26	8.67	77.58	36.04	19284.28	5780.55	13503.73

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

REVISIONS			
#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING &
NATURAL RESOUCES
DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

Registered Professional Engineer
CERTIFICATE
59255
BRADLEY A.
SIMMONS
Signed
ARIZONA U.S.A.
Expires 3/31/21

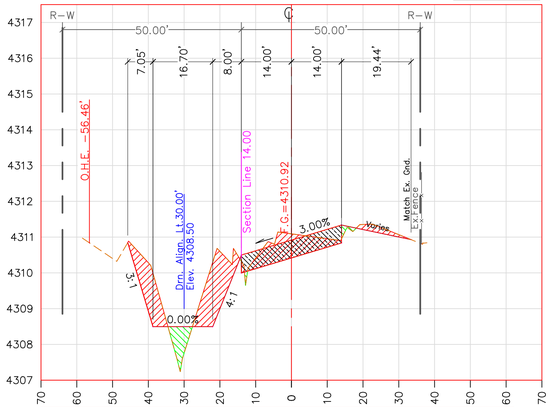
DATE: 06/11/2019
SCALE: 1"=20'

SHEET 20 OF 21

SCALE HOR: 1"=20'
VER: 1"=2'
CROSS SECTIONS VIEW

TWO WORKING DAYS BEFORE YOU DIG CALL FOR THE BLUESTAKES 1-800-782-5348

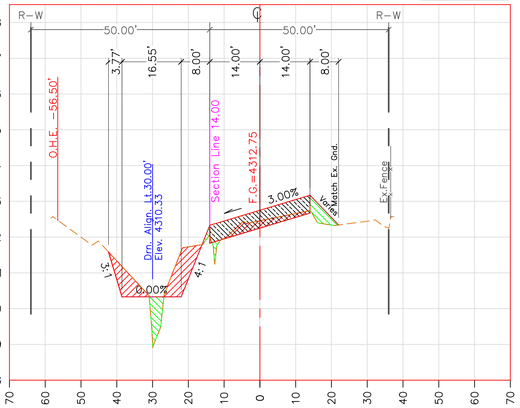
151+00.00



Total Volume at Station 151+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
35.83	4.71	3.90	0.54	19374.21	5807.71	13566.50

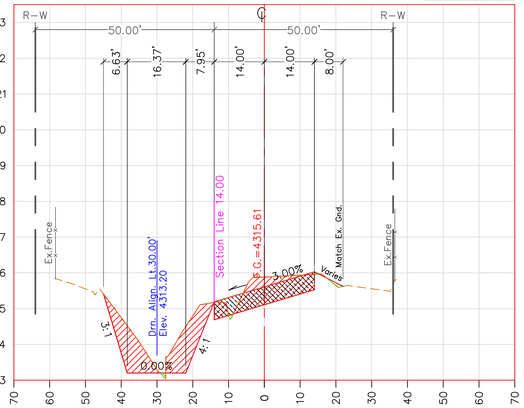
153+00.00



Total Volume at Station 153+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
16.07	7.00	73.38	26.06	19538.08	5858.34	13679.74

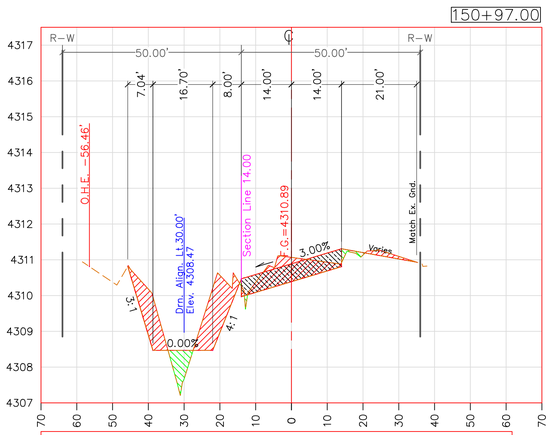
156+00.00



Total Volume at Station 156+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
36.82	0.50	118.99	6.85	19832.12	5902.41	13929.71

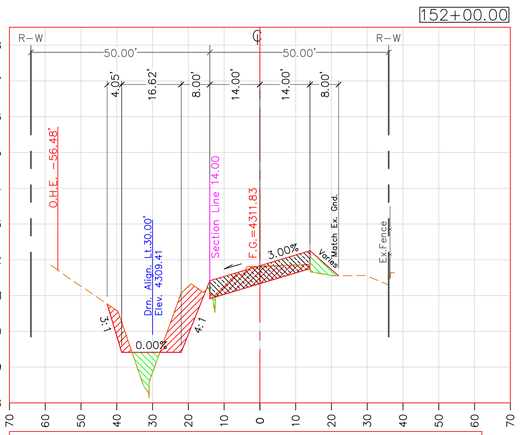
150+97.00



Total Volume at Station 150+97.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
34.31	5.06	11.94	2.19	19370.32	5807.17	13563.15

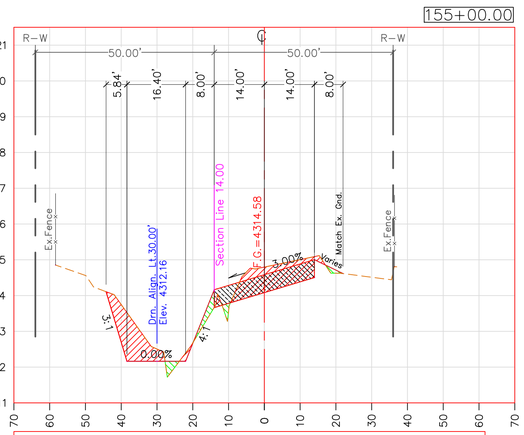
152+00.00



Total Volume at Station 152+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
23.55	7.07	66.68	19.91	19464.70	5832.28	13632.42

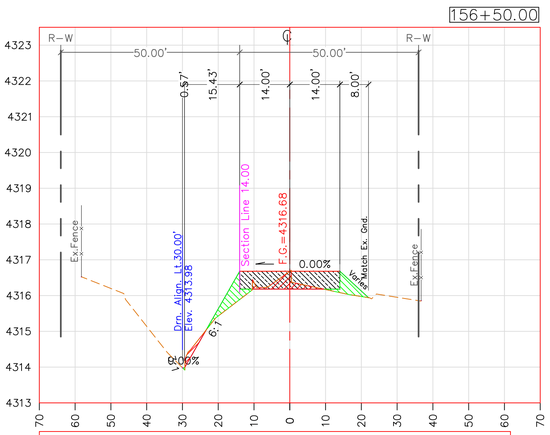
155+00.00



Total Volume at Station 155+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
27.44	3.20	98.05	15.09	19713.13	5895.56	13817.57

156+50.00

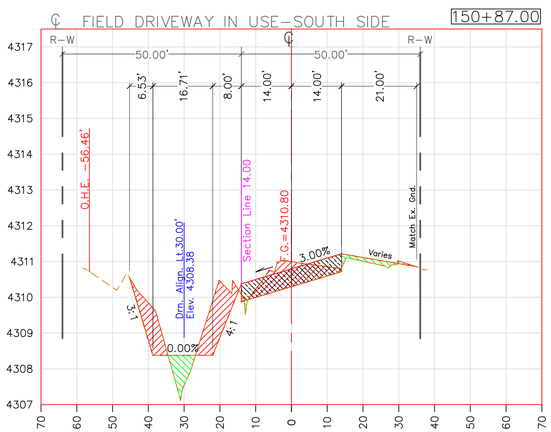


Total Volume at Station 156+50.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
3.99	6.47	9.24	4.65	19859.67	5907.95	13951.72

150+87.00

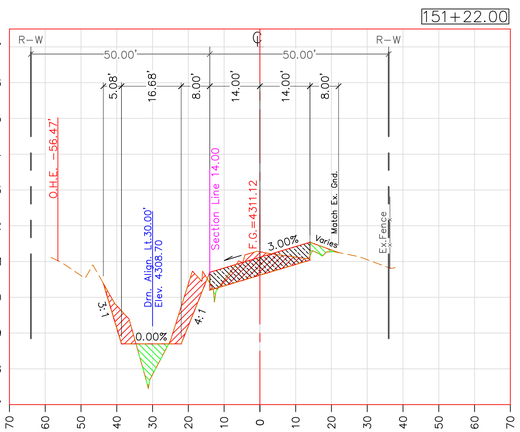
℄ FIELD DRIVEWAY IN USE-SOUTH SIDE



Total Volume at Station 150+87.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
30.18	6.74	10.57	2.53	19358.37	5804.98	13553.39

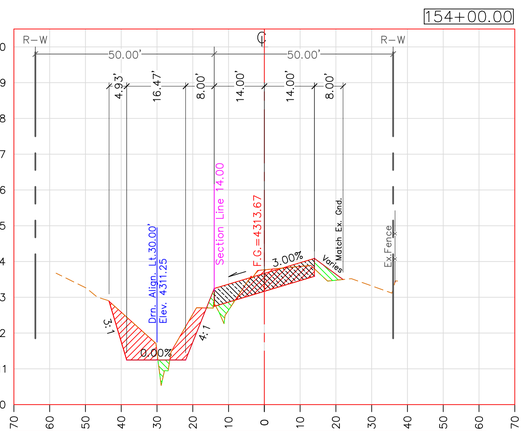
151+22.00



Total Volume at Station 151+22.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
22.61	6.71	23.81	4.65	19398.02	5812.36	13585.65

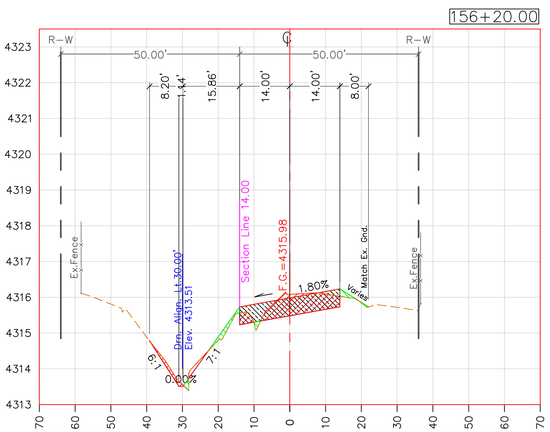
154+00.00



Total Volume at Station 154+00.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
25.51	4.95	77.00	22.13	19615.08	5880.46	13734.62

156+20.00



Total Volume at Station 156+20.00

Cut Area SqFt	Fill Area SqFt	Cut Vol CuYd	Fill Vol CuYd	Cum Cut Vol CuYd	Cum Fill Vol CuYd	Net Vol CuYd
12.64	1.90	18.32	0.89	19850.44	5903.30	13947.14

REVISIONS

#	BY	DESCRIPTION	DATE
1	J.W.	BACKSLOPE NOW 3:1 FROM STA 26+00 TO 51+00	06/20/19

PROJECT TITLE: ROBBS RD

SHEET TITLE: CROSS SECTIONS

COCHISE COUNTY
ENGINEERING & NATURAL RESOUCES DEPARTMENT

DESIGN BY: S. PARRA
DRAWN BY: A. REYES
CHECKED BY: J. WATKINS
APPROVED BY: B. SIMMONS

CERTIFICATE OF REGISTRATION 59255 BRADLEY K. SIMMONS Registered Professional Engineer ARIZONA U.S.A. Expires 3/31/21

DATE: 06/11/2019
SCALE: 1"=20'

SHEET 21 OF 21

Cochise County
Procurement Department

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

To: **Larry Saunders**
KE&G Construction, Inc.
1601 Paseo San Luis, Ste 202
Sierra Vista Arizona 85635

From: Brandon L. Morrison, Contracts Administrator

Subject: Clarifications for 20-09-ENG-01 to Remove Items from the Bid, Pre-Award

Date: 6/28/19

1. A phone call was conducted after the bid opening of the subject solicitation in order to further clarify if items could be removed from the bid, pre-award, at the option of the County. The County has evaluated that these items can be completed in-house and therefore, would result in a cost savings of $71,669.75. The two items have been identified and agreed upon by both parties to exclude from the potential award.

Item	Description	Est. QTY	Unit	Unit Cost	Total Cost
107065	Seeding	10	Acres	$4,550.00	$45,500.00
420010	New Wire Fence (Game Fence CC 161-1)	3,877	L. Ft.	$6.75	$26,169.75

2. This option to remove these items will reduce the TOTAL bid amount BY: $71,669.75, FROM: $1,489,573.22, TO: $1,417,903.47. These clarifications in no way bind the County to make an award and are merely to ascertain additional information and/or identify items requiring removal prior to award. For any questions regarding this document, please contact the undersigned by email at bmorrison@cochise.az.gov or by phone at (520) 432-8391.

Signed,

Brandon L. Morrison
Contracts Administrator

1415 Melody Lane, Building C
Bisbee, Arizona 85603
520-432-8390 phone
520-432-8397 fax
procurement@cochise.az.gov

ACKNOWLEDGEMENT OF CLARIFICATIONS

The vendor, by signing below, agrees to the changes of their offer as outlined within this clarifications document as agreed upon verbally during clarifications conducted on 6/27/2019. All other terms and conditions of the offer and solicitation shall remain unchanged. The undersigned acknowledges and agrees that they are duly authorized to agree to the changes of the terms as set forth throughout this document.

VENDOR
KE&G CONSTRUCTION, INC.

Signed Name

6-28-19
Date

LARRY SAUNDERS
Printed Name

Project Manager
Title

Cochise County
Procurement Department

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

From: Brandon L. Morrison, Contracts Administrator

Subject: Cost and Price Analysis for 20-09-ENG-01, Only One Offer Received

Date: 6/28/19

1. IFB 20-09-ENG-01 for Robbs Road Improvements was release on Bonfire on 6/18/2019, with a close date of 6/27/2019. One offer was received by KE&G Construction, Inc. on 6/27/2019 at 12:37PM. The following table depicts the pricing offered, after adjustment by way of clarifications, by the Vendor against our Engineer's estimate, which was derived from the Arizona Department of Transportation (ADOT) website.

Vendor Offer	Engineers Estimate	Total Variance
$1,417,903.47	$2,448,144.05	-$1,030,240.58

2. Depicted by the table above, the Vendors offer is $1,030,240.58 below the engineering estimate. This data is derived from, and available on the ADOT website available to the public in order to estimate costs for new construction. These estimation factors are estimations based upon previous jobs completed by ADOT. Additionally, ADOT does not typically conduct site-visits, however, Cochise County conducted a site-visit for this project in order to answer further questions and address concerns given the actual project location, thereby allowing us to better communicate our needs to the competitive pool.

3. Given the above information, the single offer received by the Vendor has been determined to be fair and reasonable based upon previous contract data derived from ADOT. For any further questions, please contact the undersigned by email at bmorrion@cochise.az.gov or by phone at (520) 432-8391.

Signed,

Brandon L. Morrison
Contracts Administrator

1415 Melody Lane, Building C
Bisbee, Arizona 85603
520-432-8390 phone
520-432-8397 fax
procurement@cochise.az.gov

Action 17.
Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 07/09/2019

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement

Submitted By:	Susana Stark, County Attorney		
Department:	County Attorney		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	3
NAME of PRESENTER:	Brian McIntyre	**TITLE of PRESENTER:**	County Attorney
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	A.R.S. 11-532(A)(1)

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

Information

Agenda Item Text:

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-19-2933, in the amount of $143,234.80 between the City of Tucson and Cochise County, effective January 1, 2019 through December 31, 2020.

Background:

The HIDTA Grant will fund one drug-crime attorney III and one administrative assistant in the Cochise County Attorney's Office. The HIDTA Grant will allow the HIDTA prosecutor to prosecute drug crimes. By not renewing the grant the County will lose one experienced senior prosecutor and one administrative assistant. The County Attorney's Office will have to reduce the number of drug crime prosecutions and asset forfeiture seizures due to a lack of manpower. If the County were to pay for these personnel out of the general fund, taxpayers would assume the added expense. The county attorney's office is mandated to prosecute crimes. This grant works in conjunction with Southeastern Arizona Major Investigative Team (SAMIT) headed by the DEA; the Cochise County Sheriff's HIDTA. Not renewing this grant would jeopardize law enforcement drug grants and the Byrne grant. Fiscal Impact & Funding Sources: Funding of 1 prosecutor and 1 support staff with no impact to the general fund and continue with drug prosecutions in Cochise County.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the City of Tucson for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

The question is whether the Board wishes to decline HIDTA Grant funding and eliminate the two positions currently funded by the HIDTA Grant; or decline the grant and pay the two positions out of the general fund; or accept the grant and absorb the overhead costs associated with the grant.

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted: ○ **Funds Available:** ○ **Amount Available:**

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2019-2020

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

Ongoing Costs? ($$$): 0

County Match Required? ($$$): 0

A-87 Overhead Amt? (Co. Cost Allocation $$$): 53,168.40

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 134

Attachments

Cochise County Grant Approval Form

Grant Agreement HIDTA - 2019

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Kenny Reeves

Date Prepared: June 13, 2019

Point of Contact: Kenny Reeves

Phone Number: 432-8700

Department: **County Attorney**

PRIMARY GRANT

Primary Grantor: City of Tucson

CFDA: www.CFDA.gov

Grant Title: High Intensity Drug Trafficking Area (HIDTA)

Grant Term From: July 1, 2019 To: June 30, 2020 Total Award Amount: 143,234.80

New Grant: ☐ Yes ☑ No Grant No: HT-19-2933

Amendment: ☐ Yes ☑ No Amendment No:

GL Account No: Fund 134 If new, Finance will assign a fund number.

Strategic Plan: **Public Safety and Justice** District: **CW** Mandated by Law ☑ Yes ☐ No

Number of Positions Funded: 2

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

Prosecution of drug cases

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

A.R.S. 11-532(A)(1)

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100 143,234.80

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds: 143,234.80

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: $ 53,168.40 (b) Amount of overhead allowed by grant: $ 0.00

County Subsidy (a) - (b) = $ 53,168.40

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.

CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) PROGRAM
GRANT AGREEMENT CFDA NUMBER: 95.001

AWARD NUMBER (FAIN): **G19SA0007A** COT Grant Number **HT-19-2933**

This Grant Agreement is made this **1ST day of January 2019** by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Cochise County Attorney's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2019** and terminate on **December 31, 2020**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.

2. The GRANTEE agrees that grant funds will be used for the **Southern Arizona Major Investigative Team (SAMIT).**

3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

   A. If to the City of Tucson:

City of Tucson
ATTN: Business Services
Police Satellite Office (Finance)
Tucson Police Department
270 S. Stone Ave.
Tucson, Arizona 85701-1917

B. If to the GRANTEE:

Cochise County Attorney's Office
PO Drawer CA
Bisbee, AZ 85603
Attention: Brian McIntyre, Cochise County Attorney

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	**$124,552.00**
Fringe Benefits	**$18,682.80**
Overtime	**$0.00**
Travel	**$0.00**
Facilities	**$0**
Services	**$0.00**
Operating Expenses:	
Supplies	**$0.00**
Other	**$0**
Equipment	**$0.00**
TOTAL	**$143,234.80**
See Attached Budget Detail Sheet	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.

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

8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in HIDTA Program Policy and Budget Guidance Para. 6.16.2

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - October 1, 2016.
   Link: Electronic Code of Federal Regulations*:* http://www.ecfr.gov

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as detailed in 2 CFR, Part 200, §200.305 Payment, and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.

11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.

12. For the purpose of this grant, a capital expenditure is $5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than $5,000, the GRANTEE will use its own policy.

    The GRANTEE shall maintain a tracking system, in accordance with HIDTA Program Policy & Budget Guidance – October 1, 2016, Section 8, to account for all HIDTA purchased equipment, vehicles, and other items valued at $5000 or more per unit at the time of purchase. GRANTEE is encouraged to include lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices in the tracking system.

    The GRANTEE agrees to abide by Section 8, that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

    Link: *Electronic Code of Federal Regulations* http://www.ecfr.gov

    The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance – Oct 1, 2016 Section 8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – October 1, 2016.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

    Link: *Electronic Code of Federal Regulations* http://www.ecfr.gov

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	**Due Date:**	**Report Period Month of:**	**Due Date:**
January 1 - 31	February 25	July 1 – 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 – 30	April 25	September 1 – 30	October 25
April 1 - 30	May 25	October 1 - 31	November 25
May 1 - 31	June 25	November 1 - 30	December 25
June 1 - 30	July 25	December 1 - 31	January 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

18. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 180 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
    Link: *Excluded Parties Listing System* http://sam.gov

19. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.

20. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.

21. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

22. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.

23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

24. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency or entity, this paragraph does not apply.

25. Unless GRANTEE's contractor or subcontractor is a State agency or entity, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

26. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

27. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 2009-09 and 2007-21. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

28. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.

29. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR Part 182.

30. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.

31. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.

32. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.

33. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.

34. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

35. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

36. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.

37. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.

38. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

39. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.

40. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

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

FOR GRANTEE:

Signature Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

INDICATE STATUTORY OR OTHER LEGAL AUTHORITY TO ENTER AGREEMENT BELOW:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police Date
City of Tucson Police Department

Principal Assistant City Attorney Date
City of Tucson Police Department
Approved as to form

CITY OF TUCSON
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

***Insurance Requirements* for Any Contractors Used by a Party to the Grant Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

   (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$500,000
Disease – Each Employee	$500,000
Disease – Policy Limit	$1,000,000

   a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.

CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

Confidential Funds Certification
Exhibit "B"

CONFIDENTIAL FUNDS CERTIFICATION

1) This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

2) My agency **is/ is not** authorized to disburse confidential funds.

Grant Number: **HT19-2933**

Date: _____ Signature: _____
Authorized Official

PROCEDURES
Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.

2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.

3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.

4. Cash Receipts.
   a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
   b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:

a. The jurisdiction initiating the payment.
b. A description of the information/evidence received.
c. The amount of payment, both in numeral and word form.
d. The date on which the payment was made.
e. The signature of the informant payee.
f. The signature of the case agent or officer making payment.
g. The signature of at least one other officer witnessing the payment.
h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
d. Agreement with cooperating individual.
e. Receipt for P/I.
f. Copies of all debriefing reports (except for the Headquarters case file).
g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:

a. Informant's code number.
b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
c. Informant's true name.
d. Name of establishing law enforcement officer.
e. Date the establishment is approved.
f. Date of deactivation.

3. Establish each informant file in accordance with Informant File Documentation (2).

4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.

5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:

a. The level of the targeted individual, organization or operation.
b. The amount of the actual or potential seizure.
c. The significance of the contribution made by the informant to the desired objectives.

2. There are various circumstances in which payments to informants may be made.

a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.

2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.

3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.

4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
   a. The significance of the investigation.
   b. The need for this expenditure to further the investigation.
   c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.

6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
    a. The amount of funds involved.
    b. The degree of security under which the funds are being held.
    c. How long an extension is required.
    d. The significance of the expenditure.

   Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Action 18.

Regular Board of Supervisors Meeting **County Sheriff**

Meeting Date:	07/09/2019		
IGA for the Southeastern Arizona Law Enforcement Academy with City of Sierra Vista and Cochise College			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Curtis Wilkins	**TITLE of PRESENTER:**	Lieutenant
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) among Cochise College, Sierra Vista Police Department, and the Cochise County Sheriff's Office to establish the Southeastern Arizona Law Enforcement Training Academy (SEALETA).

Background:

The 3 mentioned parties have already completed one class for the academy and this IGA will ensure that they offer two academies for FY 2019-2020: July 29, 2019 to December 16, 2019 and January 13, 2020 to May 11, 2020.

Department's Next Steps (if approved):

If approved, the three entities will move forward with the 19 week academy to train recruits to be AZPOST certified law enforcement officers.

Impact of NOT Approving/Alternatives:

It will be detrimental to local law enforcement agencies regarding the hiring and training of potential officers. It would also force local agencies to seek outside training academies for their officers at a greater cost to the respective agency.

To BOS Staff: Document Disposition/Follow-Up:

Please route to agencies to obtain signatures and send fully executed originals once finalized.

Attachments

Agreement

INTERGOVERNMENTAL AGREEMENT

BETWEEN

COCHISE COUNTY SHERIFF'S OFFICE

AND

SIERRA VISTA POLICE DEPARTMENT

AND

COCHISE COUNTY COMMUNITY COLLEGE DISTRICT

This Agreement is made by and between the Cochise County Sheriff's Office, through the Cochise County Board of Supervisors, hereinafter referred to as COUNTY, the City of Sierra Vista Police Department, hereinafter referred to as CITY, and Cochise County Community College District, hereinafter referred to as COLLEGE, each a Party and collectively, the Parties.

Recitals

Whereas, the County Sheriff and the City's Police Department desire to have a locally available, cost effective academy for training new law enforcement recruits so that they may become AZPOST certified; and

Whereas, the College desires to offer educational opportunities for County citizens and others to train them for gainful employment, and to that end desires to collaborate with the Sheriff and the City to establish such an academy.

Agreement

The purpose of this Agreement is to establish the southeastern Arizona law enforcement academy (the "Academy") through partnerships among COUNTY, CITY, and COLLEGE to provide a program for recruits referred to the program by the City Police Department, the County Sheriff, or any other Arizona law enforcement agency or self-sponsored, qualified individuals to obtain necessary training to be successful AZPOST certified law enforcement officers.

1. COUNTY shall provide access to its firing range, defensive tactics room, and related equipment at the Sheriff's facility in Bisbee. The County will provide general liability coverage for the use of these facilities; provided, however, that the College will provide instructional liability coverage and cause its insurance carrier to name the County as an additional insured on its policy and will indemnify the County for any liability arising in connection with instruction at any County facility.

2. COUNTY shall assign one qualified law enforcement officer to serve as the academy sergeant, ensuring delivery of AZPOST approved curriculum. COLLEGE shall reimburse the COUNTY for **overtime associated with the Academy up to $12,000 per four-month academy**. COLLEGE shall provide the assigned sergeant a meal ticket for use during the academy.

3. The parties anticipate offering two academies in FY 2019-20. The first academy will begin on July 29, 2019, and end on December 16, 2019. The second academy will begin on January 13, 2020, and end on May 11, 2020.

4. CITY shall provide access to its Defensive Tactics room in Sierra Vista and related equipment.

5. CITY shall provide one recruit training officer (RTO) to serve as a participant counselor who, among other things, will serve as a liaison with AZPOST and oversee and mentor recruits. COLLEGE shall reimburse the CITY for **overtime associated with the Academy up to $10,000 per four-month academy**. COLLEGE shall provide the assigned RTO a meal ticket for use during the academy.

6. COLLEGE shall provide facilities for the instruction and training of participants on the COLLEGE Douglas Campus located at 4190 W Highway 80, Douglas, AZ 85607, including one office, one classroom, access to an equipped fitness center, and an outdoor physical training course.

7. COLLEGE shall provide or arrange for instructors to teach AZPOST approved curriculum for the program.

8. COLLEGE shall provide access to housing for up to 16 participants at no charge with the purchase of a meal plan for the duration of the program at a rate of $1,828.

9. The COUNTY will assist the COLLEGE in securing a suitable location for the driving skills development portion of the curriculum. Any vehicles used for this purpose will be owned or leased by the College.

10. Any law enforcement agency that participates shall pay a rate of $3,250 per participant to the COLLEGE. This fee shall be paid within 30 days of the program start date. The COLLEGE shall waive this fee for up to three COUNTY and up to three CITY participants per academy.

11. Participants shall be enrolled in a minimum of one credit as a student at the college to provide accident coverage while participating in college provide instruction.

12. The term of this agreement shall be July 29, 2019, through May 11, 2020.

13. In the event that any one of the Parties believes that another has materially breached any obligations under this Agreement, such Party shall so notify the other Parties in writing. The breaching Party shall then have ten (10) working days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has been affected. If the breach is not cured within the ten (10) working days, the other Parties shall have the right to terminate this Agreement without further notice.

14. This Agreement may be cancelled pursuant to ARS 38-511, the pertinent provisions of which are fully incorporated herein by reference.

15. The Parties to this Agreement shall comply with all applicable laws and regulations, including those pertaining to equal employment opportunity and non-discrimination, and shall not engage in any form of illegal discrimination on the basis of race, sex, color, religion, national origin, ethnicity, age, handicap, or veteran status.

16. The Parties agree that should any part of this Agreement be held to be invalid or void, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

17. This Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in Cochise County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et. seq. The arbitrator shall be selected by mutual agreement of the Parties; if none, then by striking from a list provided by an organization such as the American Arbitration Association. In the event either Party institutes arbitration under this Agreement, the Party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration.

18. All notices, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered personally to the respective Parties at the following addresses:

IF TO COLLEGE: Dr. Wendy Davis
Vice President for Administration
901 North Colombo Avenue
Sierra Vista, AZ 85635
davisw@cochise.edu
520-515-3623

IF TO COUNTY: Sheriff Mark Dannels
Cochise County Sheriff's Office
205 N Judd Drive
Bisbee, AZ 85603

520-432-9500

IF TO CITY: Chief Adam Thrasher
Sierra Vista Police Department
911 Coronado Drive
Sierra Vista, AZ 85635
520-458-3311

19. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

20. In accordance with ARS 35-214, the Parties agree to retain all books, accounts, reports, and other records, and make such records available for inspection for a period of five years after completion of this Agreement.

21. The Parties do not contemplate joint acquisition of any equipment pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or acquired by COLLEGE for the program shall be retained by COLLEGE, equipment furnished or acquired by COUNTY for the program shall be retained by COUNTY, and equipment furnished or acquired by the City for the program shall be retained by the City.

22. The parties agree that any dispute arising under this Contract involving the sum of $50,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator(s) shall be final.

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

24. This Agreement may be executed using electronic signatures, which shall have full force and effect as though signed with pen and ink.

COCHISE COLLEGE

J.D. Rottweiler, Ph. D
President

5/15/19
Date

COCHISE COUNTY

Peggy Judd, Chair — Date
Cochise County Board of Supervisors

ATTEST:

Arlethe Rios, Clerk of the Board — Date

COCHISE COUNTY SHERIFF

Mark Dannels, Sheriff — Date

CITY OF SIERRA VISTA

Frederick W. Mueller, Mayor — 13 June 2019 Date

ATTEST

Jill Adams, City Clerk, Deputy Clerk — 6/13/19 Date

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: _____
Britt W. Hanson
Chief Civil Deputy County Attorney
Attorney for Cochise County and
Cochise County Community College District

By: _____
Nathan Williams
City Attorney

RESOLUTION 2019-050

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ANOTHER PUBLIC AGENCY; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COCHISE COUNTY SHERIFF'S OFFICER AND THE COCHISE COUNTY COMMUNITY COLLEGE DISTRICT; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista is authorized to enter into intergovernmental agreements with other agencies pursuant to Arizona Revised Statute 11-952;

WHEREAS, the City of Sierra Vista, the Cochise County Sheriff's Office, and Cochise County Community College District desire to enter into this agreement to enhance law enforcement services by offering a locally available, cost effect, Arizona Peace Officer Standards & Training (AzPOST)-approved law enforcement training academy through the cooperative efforts of all parties; and

WHEREAS, the City of Sierra Vista is able to meet the terms of the agreement; and

WHEREAS, the City of Sierra Vista desires to support and enhance law enforcement activities intended to provide AzPOST-approved basic training for new law enforcement officers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

The policy of the City of Sierra Vista, relating to entering into intergovernmental agreements when in the best interest of the citizens hereby is, reaffirmed.

SECTION 2

An intergovernmental agreement, attached and made a part hereof as Attachment A, between the Cochise County Sheriff's Office, the Cochise County Community College District, and the City of Sierra Vista hereby is approved.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 13th DAY OF JUNE, 2019.

FREDERICK W. MUELLER
Mayor

ATTEST:

JILL ADAMS
City Clerk

APPROVED AS TO FORM:

NATHAN WILLIAMS
City Attorney

PREPARED BY:

ADAM D. THRASHER
Chief of Police

June 14, 2019

Cochise County Board of Supervisors
1415 Melody Lane
Bisbee, Arizona 85603

Subject: IGA with Cochise College and Cochise County Sheriff's Office for the Southeast Arizona Law Enforcement Training Academy (SEALETA)

Attention: Arlethe G. Rios, Clerk

This is to advise you that the City Council of the City of Sierra Vista, at a regular meeting held on Thursday, June 13, 2019, approved the above referenced intergovernmental agreement for the Southeast Arizona Law Enforcement Training Academy.

Once signed and recorded, please provide me with a fully-executed copy for our files.

Thank you,

Maria G. Marsh
Deputy City Clerk

Enclosure: IGA and Resolution

BOARD OF SUPERVISORS
COCHISE COUNTY, AZ
2019 JUN 19 AM 11:23

City of Sierra Vista
520-458-3315 • 520-458-0584/fax

1011 North Coronado Drive
Sierra Vista, AZ 85635

Action 19.

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

Meeting Date:	07/09/2019		
Hepatitis A Vaccine Program			
Submitted By:	Ray Falkenberg, Health & Social Services		
Department:	Health & Social Services		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Carrie Langley	**TITLE of PRESENTER:**	Health Director
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve IGA CTR045217 for the Hepatitis A Vaccine Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the projected amount of $45,000, effective June 26, 2019 through June 25, 2024.

Background:

Hepatitis A is a highly contagious liver infection caused by the hepatitis A virus. It can range from a mild illness lasting a few weeks to a severe illness lasting several months. Although rare, hepatitis A can cause death in some people. Hepatitis A usually spreads when a person unknowingly ingests the virus from objects, food, or drinks contaminated by small, undetected amounts of stool from an infected person. Unvaccinated people who have been exposed recently (within 2 weeks) to the hepatitis A virus should get the hepatitis A vaccine or a shot of immune globulin to prevent severe illness. The best way to prevent hepatitis A is through vaccination with the hepatitis A vaccine.

This IGA will enable CHSS to purchase inventory of the Hep A vaccine from ADHS at the prevailing CDC price, which is about 25% lower than the prevailing market rate that CHSS has been paying.

Department's Next Steps (if approved):

Purchase vaccine

Impact of NOT Approving/Alternatives:

CHSS will continue to pay the substantially higher prevailing market price for its Hepatitis A vaccine inventory.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: ◉ **Funds Available:** ◉ **Amount Available:** $45,000

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2020

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):

Purchases under this contract will save the county approximately 25% on its Hep A vaccine purchases compared to prevailing market prices.

Attachments

Exec Summary

IGA Hep A Vaccine Program

Executive Summary Form

Agenda Number: HLT_

Recommendation:
Approve IGA CTR045217 for the Hepatitis A Vaccine Program between the AZ Dept. of Health Services and Cochise Health & Social Services for the period of 6/26/19 – 6/25/24.

Background (Brief):
Hepatitis A is a highly contagious liver infection caused by the hepatitis A virus. It can range from a mild illness lasting a few weeks to a severe illness lasting several months. Although rare, hepatitis A can cause death in some people. Hepatitis A usually spreads when a person unknowingly ingests the virus from objects, food, or drinks contaminated by small, undetected amounts of stool from an infected person. Unvaccinated people who have been exposed recently (within 2 weeks) to the hepatitis A virus should get the hepatitis A vaccine or a shot of immune globulin to prevent severe illness. The best way to prevent hepatitis A is through vaccination with the hepatitis A vaccine.

This IGA will enable CHSS to purchase inventory of the Hep A vaccine from ADHS at the prevailing CDC price, which is about 25% lower than the prevailing market rate that CHSS has been paying.

Fiscal Impact & Funding Sources:
Ongoing vaccine purchases will be funded from various available sources as identified by CHSS management and County Administration. Initial purchase projected at $45,000.

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

Impact of Not Approving: CHSS will continue to pay the substantially higher prevailing market price for its Hepatitis A vaccine inventory.

INTERGOVERNMENTAL AGREEMENT (IGA)

CONTRACT No.: CTR045217

ARIZONA DEPARTMENT OF HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007

Project Title: HEPATITIS A VACCINE PROGRAM

Begin Date: June 26, 2019

Geographic Service Area: COCHISE COUNTY

Termination Date: June 25, 2024

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

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

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

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: 86-6000398

Tax License No.: _____

Contractor Name: Cochise Health and Social Services
Address: 1415 Melody Lane, Bldg A
Bisbee, AZ 85603

FOR CLARIFICATION, CONTACT:

Name: Carrie Langley, Health Director

Phone: 520 432 9400

Fax No.: 520 432 9480

E-mail: clangley@cochise.az.gov

CONTRACTOR SIGNATURE:
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign **Date**

Ray Falkenberg

Digitally signed by Ray Falkenberg
DN: cn=Ray Falkenberg, o=CHSS, ou=CHSS, email=rfalkenberg@cochise.az.gov, c=US
Date: 2019.06.27 14:50:16 -07'00'

This Contract shall henceforth be referred to as Contract No.: CTR045217. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ **day of** _____, 2019

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

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

Sara Dent 6/27/19

Signature of Person Authorized to Sign **Date**

Sara Dent / Deputy Cochise County Attorney

Print Name and Title

Attorney General Contract, No. CTR045217, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.
The Attorney General, BY:

Signature **Date**

Assistant Attorney General:

1. **DEFINITION OF TERMS:** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipment's, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. CONTRACT TYPE:

This Contract shall be:

[X] **FIXED PRICE**

3. CONTRACT INTERPRETATION:

3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1. Terms and Conditions;

3.3.2. Statement or Scope of Work;

3.3.3. Attachments; and

3.3.4. Referenced Documents.

3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. CONTRACT ADMINISTRATION AND OPERATION:

4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

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

4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10. Property of the State.

4.10.1. *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2. *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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

4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

5. COSTS AND PAYMENTS:

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

5.2.1. *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4. *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

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

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

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

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

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

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. CONTRACT CHANGES:

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

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

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

7. AUTHORIZATION FOR SERVICES:

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

8. RISK AND LIABILITY:

8.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

8.3. Force Majeure.

8.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

8.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:

8.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

8.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

8.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

8.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

8.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

8.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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

9.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

9.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

9.2.1. Of a quality to pass without objection in the Contract description;

9.2.2. Fit for the intended purposes for which the Materials are used;

9.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

9.2.4. Adequately contained, packaged and marked as the Contract may require; and

9.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

9.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

9.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

9.5. Survival of Rights and Obligations After Contract Expiration and Termination.

9.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

9.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

10. STATE'S CONTRACTUAL REMEDIES:

10.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

10.2. Stop Work Order.

10.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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

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

11. CONTRACT TERMINATION:

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

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

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

11.4. Termination Without Cause.

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

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

11.4.3. If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid

by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

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

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

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

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

12. ARBITRATION:

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

13. COMMUNICATION:

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

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

14. CLIENT GRIEVANCES:

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

15. SOVEREIGN IMMUNITY:

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

16. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES:

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

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

17. ADMINISTRATIVE CHANGES:

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

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

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

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

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

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

20. COMMENTS WELCOME:

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

21. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT:

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

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

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

23. TECHNOLOGY REPLACEMENT:

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES HEPATITIS A VACCINE PROGRAM
CTR045217	

1. BACKGROUND:

1.1. Hepatitis A is a highly contagious liver infection caused by the hepatitis A virus. It can range from a mild illness lasting a few weeks to a severe illness lasting several months. Although rare, hepatitis A can cause death in some people. Hepatitis A usually spreads when a person unknowingly ingests the virus from objects, food, or drinks contaminated by small, undetected amounts of stool from an infected person.

1.2 Unvaccinated people who have been exposed recently (within 2 weeks) to the hepatitis A virus should get the hepatitis A vaccine or a shot of immune globulin to prevent severe illness. To treat the symptoms of hepatitis A, doctors usually recommend rest, adequate nutrition, and fluids. Some people will need medical care in a hospital. It can take a few months before people with hepatitis A begin to feel better.

1.3 The best way to prevent hepatitis A is through vaccination with the hepatitis A vaccine. To get the full benefit of the hepatitis A vaccine, more than one shot is needed. The number and timing of these shots depends on the type of vaccine you are given. Practicing good hand hygiene – including thoroughly washing hands after using the bathroom, changing diapers, and before preparing or eating food – plays an important role in preventing the spread of hepatitis A.

2. OBJECTIVE:

This is an Agreement to permit the Arizona Department of Health Services Arizona Immunization Program Office (ADHS/AIPO) to purchase Hepatitis A vaccines for adults through the ADSH/AIPO Contract with the Centers for Disease Control and Prevention (CDC). The Vaccine will be shipped directly to the County. The County shall pay ADHS in advance of any vaccines being shipped.

3. TASKS:

3.1. The County Health Department (CHD) will identify and secure funding to transmit to ADHS/AIPO in advance for the purchase of Hepatitis A vaccine;

3.2. The CHD shall provide a Purchase Order to ADHS/AIPO for the total amount of funding for the purchase of Hepatitis A vaccine;

3.2 ADHS/AIPO will receive these funds with the intention of creating a Purchase Order with the CDC for the purchase of Hepatitis A vaccine for adults;

3.3 Once the PO is in place ADHS/AIPO will order vaccines through the CDC contract for direct shipment to the County Health Department (CHD);

3.4 The ADHS/AIPO will track the shipped vaccine to the amount requested and paid for by CHD; and

3.5 The CHD will be responsible for all storage and handling activities, vaccine administration and reporting duties and provide funding in advance to pay ADHS.

4. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES

4.1. Notices, Correspondence, Reports and from the Contractor to ADHS shall be sent to:

4.1.1 ADHS/AIPO

Arizona Department of Health Services/Arizona Immunization Program Office
150 North 18th Avenue, Suite 120
Phoenix, AZ 85007
ATTN: Dana Goodloe
Chief Immunization Program Office
Phone Number: (602) 364-3639
Fax Number: (602) 364-3285

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET HEPATITIS A VACCINE PROGRAM
CTR045217	

HEPATITIS A VACCINE PRICE LIST	
	Cost per Dose
Per Vaccine dosage shipped to the County	$30.758

4.2. Notices, Correspondence, and Reports from ADHS to the Contractor shall be sent to:

4.2.1 Cochise Health and Social Services
Carrie Langley, Health Director
1415 Melody Lane, Bldg A
Bisbee, AZ 85603
Phone: 520 432 9400
Fax: 520 432 9480
Email: clangley@cochise.az.gov

Action 20.

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

Meeting Date: 07/09/2019

Healthy People Healthy Communities

Submitted By: Ray Falkenberg, Health & Social Services

Department: Health & Social Services

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Carrie Langley	**TITLE of PRESENTER:**	Health Director
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

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

Information

Agenda Item Text:

Approve ADHS16-109191 Amendment 7 for 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, 2019 through June 30, 2020.

Background:

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

This amendment provides for the following:

- a revised Scope of Work
- new evidence-based strategies and deliverables for all program areas
- a new price sheet for 07/01/2019 through 06/30/2020

Department's Next Steps (if approved):

Continue programs

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: (●) **Funds Available:** (●) **Amount Available:**

Unbudgeted: ( ) **Funds NOT Available:** ( ) **Amendment:** [ ]

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2020

One-time Fixed Costs? ($$$):
Ongoing Costs? ($$$):
County Match Required? ($$$):
A-87 Overhead Amt? (Co. Cost Allocation $$$): 235,930
Source of Funding?:
Fiscal Impact & Funding Sources (if known):

Attachments

Grant Approval Form
Exec Summary
IGA

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.

Executive Summary Form

Agenda Number: HLT _____ (Integrated IGA)

Recommendation:
Approve ADHS16-109191 Amendment 7, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services, for the period of 07/01/2019 to 6/30/2020 in the amount of $684,356.

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

This amendment provides for the following:

- a revised Scope of Work
- new evidence-based strategies and deliverables for all program areas
- a new price sheet for 07/01/2019 through 06/30/2020

Fiscal Impact & Funding Sources:
This is a grant-funded fixed-price program through the Arizona Department of Health Services in the amount of $684,356. The net county subsidy is calculated as follows:

	Tobacco	HAPI / Chronic Disease	Accred	Family Planning	Teen Pregnancy Prevention
Salaries/EREs	$236,002	$63,009	$44,707	$88,415	$116,591
A-87 OH at 50.57%	$119,346	$31,864	$22,608	$44,711	$58,960
Authorized OH @ 10% (where applicable)	$23,600	$6,301	$0	$0	$11,659
Net County Subsidy	$95,746	$25,563	$22,608	$44,711	$47,301
Aggregate Net County Subsidy					$235,930

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

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

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 N. 18th Ave Suite 260 Phoenix, Arizona 85007
	Agreement No: **ADHS16-109191** — Amendment No. **7**	Procurement Officer: **Russell Coplen/Felicia Marquez**

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 Scope of Work is revised and replaced by the Scope of Work of this Amendment Seven (7).

   1.2 Exhibit C is revised and replaced by the Exhibit C of this Amendment Seven (7).

   1.3 The Price Sheet is revised and replaced by the Price Sheet of this Amendment Seven (7).

All other terms and conditions will remain in effect.

Cochise County Contractor Name	**CONTRACTOR SIGNATURE** Contractor Authorized Signature
1415 W. Melody Lane Building A Address	Printed Name Deputy Director
Bisbee AZ 85603 City State Zip	Title
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Sara Dent 6/25/19 Signature Date Sara Dent 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 _____ 2019 Procurement Officer
Attorney General 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:	

SCOPE OF WORK

2. The Agreement Scope of Work is revised as follows:

2.1. Provision Five (5), Evidence Based Strategies is replaced with the following:

5. Evidence Based Strategies

Evidence-Based Strategies are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: http://www.thecommunityguide.org) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons http://www.communitycommons.org /) Counties will select from a menu of evidence-based strategies found in Exhibits A – G specific to each of the following program areas:.

5.1. Exhibit A – Tobacco;

5.2. Exhibit B – DELETED (Included in Exhibit C);

5.3. Exhibit C - Health in Arizona Policy Initiative (HAPI)/Chronic Disease;

5.4. Exhibit D - Public Health Accreditation Preparation;

5.5. Exhibit E - Teen Pregnancy Prevention;

5.6. Exhibit F – DELETED (Included in Exhibit G); and

5.7. Exhibit G - Family Planning/Maternal and Child Health.

2.2. Provision Ten (10), Section 10.7 is replaced with the following:

10.7 Exhibit A-G Strategies for each Program and Program Specific Tasks/Requirements and Deliverables (if any).

10.7.1. Exhibit A– Tobacco;

10.7.2. Exhibit B – DELETED (Included in Exhibit C);

10.7.3. Exhibit C - Health in Arizona Policy Initiative (HAPI)/Chronic Disease;

10.7.4. Exhibit D – Public Health and Health Services Block Grant;

10.7.5. Exhibit E – Teen Pregnancy Prevention;

10.7.6. Exhibit F – DELETED (Included in Exhibit G); and

10.7.7. Exhibit G – Family Planning/Maternal and Child Health.

2.3. Provision Eleven (11), Section 11.1 is replaced with the following:

11.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Program Manager
Arizona Department of Health Services
150 N. 18th Avenue, Suite 320
Phoenix, AZ 85007
602-542-8953

EXHIBIT C

Evidence-Based Strategies for Health in Arizona Policy Initiative (HAPI)/Chronic Disease

Counties may select one (1) or more strategies from the Health in Arizona Policy Initiative (HAPI) strategic area, and one (1) or more strategies from the Chronic Disease strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Health in Arizona Policy Initiative (HAPI)
   1.1. Program Strategy/s:
      1.1.1. Procurement of Healthy Foods:
         1.1.1.1. Establish or improve procurement policies around the nutrition quality of foods served in institutional cafeterias and/or vending machines;
         1.1.1.2. Establish contract and bid writing standards that promote healthy food and beverages;
         1.1.1.3. Establish healthy vending policies within institutions;
         1.1.1.4. Establish nutrition standards for the procurement of foods and beverages offered in the workplace;
         1.1.1.5. Establish menu labeling on all food and beverage items on foods sold in cafeterias and/or vending machines, including highlighting and promoting healthier options aligning with Dietary Guidelines for sodium, fat, and sugar;
         1.1.1.6. Establish food and beverage pricing strategies, pricing healthy foods lower and/or less healthy foods higher; and
         1.1.1.7. Other evidence based related strategy.

      1.1.2. Healthy Community Design:
         1.1.2.1. Establish community design standards to make streets safe for all users, including pedestrians, bicyclists, and users of public transit;
         1.1.2.2. Establish community design protocols through Health Impact Assessments (HIA's) to assess the impact of community design changes on community health and wellbeing;
         1.1.2.3. Increase accessibility, availability, affordability and identification of healthful foods in communities, including provision of full service grocery stores, farmers markets, small store initiatives, mobile vending carts, and/or restaurant initiatives;
         1.1.2.4. Establish sites for community gardens in institutional settings and/or underserved areas; and
         1.1.2.5. Other evidence based related strategy.

      1.1.3. School Health:
         1.1.3.1. Establish or improve countywide nutrition, physical activity, and screen time policies and practices in early care through postsecondary education settings;
         1.1.3.2. Improve the nutrition quality of foods and beverages served in schools;
         1.1.3.3. Improve the quality and amount of physical education and/or physical activity in schools;
         1.1.3.4. Target outreach and enrollment efforts to populations disproportionately uninsured.

1.1.3.5. Support the work of schools to implement School Health Index/School Health Assessment; and

1.1.3.6. Other evidence based related strategy.

1.1.4. Healthy Worksites:

1.1.4.1. Establish or increase opportunities for physical activity in the workplace;

1.1.4.2. Establish or increase incentive programs, such as flextime, rewarding and/or recognizing employee healthy behaviors;

1.1.4.3. Provide or refer employees to disease self-management classes to employees;

1.1.4.4. Increase the number of employers that incorporate nationally recognized preventive health screenings within health plans;

1.1.4.5. Increase the number of employees that utilize preventive health screenings within employer health plans;

1.1.4.6. Establish or increase policies and practices to support breastfeeding in the workplace, especially in agencies providing WIC services;

1.1.4.7. Increase WIC employee participation and utilization of worksite wellness activities such as, but not limited to physical activity, healthy eating, preventive health screenings and stress management; and

1.1.4.8. Other evidence based related strategy.

1.1.5. Clinical Care:

1.1.5.1. Link evidence-based community and clinical preventive services such as efforts, which drive disparate populations into healthcare providers who offer preventive care consistent with the U.S. Preventive Services Taskforce (USPSTF) A & B Recommendations: http://www.uspreventiveservicestaskforce.org. (e.g., community-based promotoras working collaboratively with patient navigators within community health centers);

1.1.5.2. Increase the number of health care providers and staff that complete the Culturally and Linguistically Appropriate Services (CLAS) Standards training;

1.1.5.3. Establish health insurance literacy for consumers to increase enrollment in and utilization of insurance plans; and

1.1.5.4. Other evidence based related strategy.

1.1.6. Children and Youth with Special Health Care Needs:

1.1.6.1. Promote inclusion of focus on children and youth/young adults with special health care needs;

1.1.6.2. Conduct countywide needs assessment for Children/Youth with Special Healthcare Needs;

1.1.6.3. Establish a coalition or advocacy council consisting of 50% family members and young adults and 50% professionals working with children and youth with special health care needs;

1.1.6.4. Ensure family members and young adults who are part of the coalition or advocacy council are involved in policy and program development, implementation, and evaluation at the county level; and

1.1.6.5. Other evidence-based related strategy.

2. Chronic Disease

2.1. Program Strategy/s:

2.1.1. Establish or increase efforts to promote public awareness of Alzheimer's disease and available resources for patients, caregivers, and/or family members and health care providers, ;

2.1.2. Establish or increase efforts to promote public awareness of risk factors and detection of pulmonary disease.

2.1.3. Promote and implement activities and strategies outlined in the Million Hearts Initiative;

2.1.4. Implement or develop referral mechanisms for chronic disease and/or chronic pain self-management programs (including Spanish versions);

2.1.5. Other evidence-based related strategy.

3. HAPI Specific Tasks and Requirements:

3.1. A portion of activities identified in the action plan must include those that will benefit the health of low-income women, infants, and children; and

3.2. The County will coordinate school health activities with any other funding received for school health activities such as the Arizona Nutrition Network.

4. Chronic Disease Specific Tasks and Requirements:

4.1. Adhere to the guidelines and principles set forth in the ADHS-BTCD 2013-2017 Chronic Disease Strategic Plan and the 2014-2015 ADHS –BTCD Chronic Disease Prevention Strategies that pertain to the services and activities identified in the corresponding action plans. The ADHS-BTCD 2012-2017 Chronic Disease Strategic Plan can be found on the ADHS-BTCD website: (http://www.azdhs.gov/phs/chronicdisease/documents/az-chronic-disease-strategic-plan.pdf).

5. Listed below are specific tasks and requirements related to the Menu of Strategy Options for Chronic Disease.

5.1. Alzheimer's/Dementia:

5.1.1. The County will work with the Alzheimer's Association- Desert Southwest Chapter to increase public awareness of Alzheimer's/Dementia including the warning signs of Alzheimer's disease to patients, caregivers and/or family members and health care providers; and

5.1.2. The County will work with the Alzheimer's Association-Desert Southwest Chapter to provide resources to providers and implement a referral process to the Alzheimer's Association from provider's offices.

5.2. Chronic Lower Pulmonary Disease:

5.2.1. The County will work with the America Lung Association/Arizona Chapter to increase public awareness of risk factors and detection of pulmonary disease;

5.2.2. The County will work with the American Lung Association/Arizona Chapter to increase the use of home-based, comprehensive interventions with an environmental focus for children and adolescents for children and adolescents with asthma; and

5.2.3. The County will work with the American Lung Association/Arizona Chapter to increase early intervention and participation in disease management programs.

5.3. Cardiovascular Disease:

5.3.1. The County will work with ADHS/BTCD Office of Chronic Disease to implement and promote the Million Hearts Initiative; and

5.3.2. Increase intervention and participation in disease management programs.

5.4. Chronic Disease Self-Management:

5.4.1. The County will implement the Stanford Chronic Disease Self-Management (CDSME) program model (Include related Spanish version(s);

5.4.2. The County will ensure that staff is trained; and

5.4.3. The County will participate in regional meetings and trainings held by Arizona Living Well Institute and will increase the number of CDSME training/workshop opportunities held in their communities. The County will increase the number of Arizonans statewide who participate in CDSME. They will also increase the number of trained lay leaders and master leaders and will expand public and professional awareness and knowledge about CDSME amongst community organizations, agencies, health systems, behavioral health systems and providers for the purpose of increasing referrals and the number of host organizations.

Price Sheet

Healthy People Healthy Communities

Cochise - ADHS16-109191

JULY 1, 2019 - JUNE 30, 2020

ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Action Plan – HAPI – includes Tobacco Prop 200 = $15,391.50; Chronic Disease Prop 303 = $2,158.50; WIC Lottery = $7,700.00; WCH Block Grant CYSHCN = $500.00; Family Planning/ MCH = $19,743.00; Teen Pregnancy = $27,283.00	EA	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

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) (Funding Per Quarter includes: Chronic Disease Prop 303 = $7,549.75; WIC Lottery = $8,075.00; WCH Block Grant CYSHCN = $3,561.00)	QTR	4	$19,185.75	$76,743.00

COCHISE

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	4	$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

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

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