



## 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, August 13, 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.*

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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. Dean Coates, Child Support Operations Supervisor, Department of Economic Security, Division of Child Support Services (DCSS) declaring August 2019 to be Child Support Awareness month.

Presentation to provide recognition to awardees of the Cochise Breastfeeding Task Force annual Breastfeeding Friendly Organization awards.

#### **CONSENT**

#### **Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of July 23, 2019.

2. Approve a Proclamation declaring August 2019 to be Child Support Awareness Month.
3. Approve Letter of Support for the University of Arizona's application for a National Science Foundation grant for Science, Technology, Engineering, and Math (STEM) curriculum development and teacher training in Cochise County.
4. Approve letter of appreciation to Mr. Howard G. Buffett.

#### **County Attorney**

5. Approve the Victims' Rights Program (VRP) Award Agreement (AG) 2020-002 between the Arizona Attorney General and the Cochise County Attorney's Office, in the amount of \$22,100, effective July 1, 2019 through June 30, 2020.

#### **County Sheriff**

6. Approve grant agreement 2020-043 with the Arizona Attorney General's Office, in the amount of \$10,400 for the continuation of funding assistance for personnel who perform Victim Rights services for the Sheriff's Office, effective July 1, 2019 through June 30, 2020.

#### **Court Administration**

7. Approve Fiscal Year 2019-2020 Court Improvement Program (CIP) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), in the amount of \$38,561, effective July 1, 2019 through June 30, 2020.

#### **Finance**

8. Approve demands and budget amendments for operating transfers.

#### **Health & Social Services**

9. Approve Amendment #1 to Provider Contract Title 36 Mental Health Services between Cochise County and UHS of Tucson, LLC dba Palo Verde Behavioral Health, in the amount not to exceed \$25,000 annually, effective through June 30, 2021.

#### **Workforce Development**

10. Approve Amendment #1 to Title IB Adult, Youth, and Dislocated Worker contract #DI19-002208 between Cochise County and the Arizona Department of Economic Security (ADES) for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area, in the amount of \$4,614,042, effective April 1, 2018 through June 30, 2021.

#### ***PUBLIC HEARINGS***

#### **Board of Supervisors**

11. Approve a Location/Owner Transfer Liquor License application for a Series #6 (Bar) license submitted by Ms. Andrea Dahlman Lewkowitz for 9 Acre Travel Complex, located at 2500 W. Business I-10, San Simon, AZ 85632.
12. Approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Mr. Mitchell Ryan Webster, for Portal Store, located at 2358 S. Rock House Road, Portal, AZ 85632.
13. Approve an Acquisition of Control Series #7 (Beer and Wine Bar) Liquor License application submitted by Mr. Mitchell Ryan Webster, for Portal Store, located at 2358 S. Rock House Road, Portal, AZ 85632.
14. Approve a Series #11 (Hotel/Motel) new Liquor License application submitted by Mr. Mitchell Ryan Webster, for Portal Peak Lodge, located at 2358 S. Rock House Road, Portal, AZ 85632.

## ***ACTION***

### **Board of Supervisors**

15. Elect \_\_\_\_\_ as Chairman of the Board of Supervisors, effective September 1, 2019.
16. Elect \_\_\_\_\_ as Vice-Chairman to the Board of Supervisors, effective September 1, 2019.
17. Approve Municipal Effluent Option Agreement providing the County the right to purchase a minimum of 200-acre feet of effluent from the City of Bisbee for \$35,000 for a five year period.
18. Approve an Intergovernmental Agreement (IGA) with the City of Willcox for the operation of an animal shelter in the amount of \$77,570 for Fiscal Year 2019-2020 with a renewal option of three fiscal years.

### **Community Development**

19. Approve Intergovernmental Agreement (IGA) with the City of Willcox for County planning and zoning, subdivision development, GIS mapping, park design, and other long-range planning services, in the amount of \$75 per hour for assistance conducted by County personnel, effective August 13, 2019.

## ***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.

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**Cochise County Board of Supervisors**

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

**Presentations / Special Events  
Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019

Breastfeeding Friendly Recognition

**Submitted By:** Ray Falkenberg, Health & Social Services

**Department:** Health & Social Services

**Presentation:** PowerPoint **Recommendation:** Approve

**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 0

**NAME of PRESENTER:** Judy Gilligan **TITLE of PRESENTER:** Prevention Services Director

**Docket Number (If applicable):**

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

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**Information**

**Agenda Item Text:**

Presentation to provide recognition to awardees of the Cochise Breastfeeding Task Force annual Breastfeeding Friendly Organization awards.

**Background:**

The University of Arizona Cooperative Extension and Cochise Health & Social Services, supported by the Cochise Breastfeeding Task Force, have partnered on a Breastfeeding Friendly Recognition program aimed to increase the number of worksites, public spaces, and childcares that adopt lactation policies, implement a thorough system of training and accommodation practices, and promote "friendly" environments around breastfeeding.

Breastfeeding-friendly organizations contribute to the health and wellbeing of Cochise County. Communities with higher rates of breastfeeding may have lower infant mortality rates, decreased trash in landfills, lower healthcare costs, and happier, healthier people.

The following organizations have completed policy change and physical plant change to designate appropriate space for breastfeeding mothers in their organization:

- Sierra Vista Fire & Medical Services
- University of Arizona Extended Campus
- The Women & Children's Unit at Canyon Vista Medical
- Monica's Daycare
- World of Wonder Childcare and Preschool
- New Beginnings Childcare and Preschool

**Department's Next Steps (if approved):**

N/A

**Impact of NOT Approving/Alternatives:**

N/A

**To BOS Staff: Document Disposition/Follow-Up:**

N/A

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**Attachments**

[Exec Summary](#)

[PPT presentation](#)

[Project Summary](#)

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## Executive Summary Form

### Agenda Number: 4693 HLT Breastfeeding Friendly Recognition

**Recommendation:**

Provide recognition to awardees of the Cochise Breastfeeding Task Force annual Breastfeeding Friendly Organization awards.

*Please note that Cochise County Board of Supervisors has provided recognition for this achievement in the past: May 22, 2018.*

**Background (Brief):**

The University of Arizona Cooperative Extension and Cochise Health & Social Services, supported by the Cochise Breastfeeding Task Force, have partnered on a Breastfeeding Friendly Recognition program aimed to increase the number of worksites, public spaces, and childcares that adopt lactation policies, implement a thorough system of training and accommodation practices, and promote “friendly” environments around breastfeeding.

Breastfeeding-friendly organizations contribute to the health and wellbeing of Cochise County. Communities with higher rates of breastfeeding may have lower infant mortality rates, decreased trash in landfills, lower healthcare costs, and happier, healthier people.

The following organizations have completed policy change and physical plant change to designate appropriate space for breastfeeding mothers in their organization:

- Sierra Vista Fire & Medical Services
- University of Arizona Extended Campus
- The Women & Children’s Unit at Canyon Vista Medical
- Monica’s Daycare
- World of Wonder Childcare and Preschool
- New Beginnings Childcare and Preschool

*- The full summary of this project is attached -*

**Fiscal Impact & Funding Sources:** There is no fiscal impact as there is no funding involved in this project.

**Next Steps/Action Items/Follow-up:** Your recognition respectfully requested.

**Impact of Not Approving:** NA

# “Breastfeeding Friendly” Recognition



Cooperative Extension



COOPERATIVE EXTENSION  
COCHISE COUNTY



# WHAT IS “BREASTFEEDING FRIENDLY?”

## WORKSITES



## COMMUNITY SITES



## CHILDCARES



# COMPLETED RECOGNITION

## WORKSITES

- Sierra Vista Fire & Medical Services
- University of Arizona- Extended Campus
- Canyon Vista Medical Center
  - Woman and Childrens Unit

## CHILDCARES

- Monica's Daycare
- World of Wonder
- New Beginnings

## COMMUNITY SITES

- Sierra Vista Fire & Medical Services- Station 3 open to visitors/classes
- University of Arizona- Extended Campus- open to students
- Canyon Vista Medical Center
  - Woman and Childrens Unit, open to patients

## **BREASTFEEDING FRIENDLY ORGANIZATION AWARDS – August, 2019**

Supported by the Cochise County Breastfeeding Task Force, The University of Arizona Cooperative Extension and Cochise Health & Social Services have partnered on a comprehensive Breastfeeding Friendly Recognition program aimed to increase the number of worksites, public spaces, and child care centers that adopt lactation policies, implement a thorough system of training and accommodation practices, and promote “friendly” environments around breastfeeding. Breastfeeding is now known to be the primary and best source of nutrition for infants and has been proven to increase positive health outcomes for both infant and mother when exclusive breastfeeding is achieved for at least six months. Breastfeeding friendly organizations contribute to the health and wellbeing of Cochise County. Communities with higher rates of breastfeeding may have lower infant mortality rates, decreased trash in landfills, lower healthcare costs, and happier, healthier people.

Breastfeeding-friendly worksites are 60% more likely to keep new mothers as employees than companies that do not. Employers who support their breastfeeding workers have women who return to work earlier, less sick time taken by parents, lower healthcare costs, happier employees, and a better public image. Breastfeeding friendly worksites have a lactation policy in accordance with Federal Law, publicly promote their “friendly status”, have had staff training on breastfeeding employees’ rights and the importance of cultivating a culture of support, have a designated location onsite for breastfeeding employees to pump or nurse. This location is private, has a comfortable chair, outlet, and access to refrigeration.

Breastfeeding friendly community sites have a posted public acknowledgement of Arizona breastfeeding laws. These laws state that a mother has the right to breastfeed in any public place that she otherwise has the right to be present and is not subject to indecent exposure laws. The community sites have had staff training on the laws and are committed to supporting a breastfeeding mother to the best of their abilities.

Breastfeeding friendly child care centers have had staff training on supporting breastfeeding, handling of human milk, have a designated location onsite for breastfeeding mothers to nurse or pump, and promote breastfeeding through signage and resources.

The following organizations and child care centers have met the requirements for the designation “Breastfeeding Friendly” and to receive recognition: They have had staff training, have a policy and/or public acknowledgements in place, have designated space for breastfeeding mothers that is **not a bathroom**, and are going above and beyond to support breastfeeding mothers in Cochise County.

- *Sierra Vista Fire & Medical Services* - committed to both their employees and the visitors to Station 3 that regularly hosts public classes and events
- *University of Arizona Extended Campus* - not just Sierra Vista but *all* of their extended campus- supporting both breastfeeding staff **and students**
- *The Women & Children’s Unit at Canyon Vista Medical Center* - committed to ongoing staff training on breastfeeding support, providing breastfeeding friendly practices to both their staff and their patients
- *Monica’s Daycare*
- *World of Wonder Childcare and Preschool*
- *New Beginnings Childcare and Preschool*

**Presentations / Special Events  
Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019  
Presentation of Child Support Awareness Month Proclamation  
**Submitted By:** Melissa Tucker, Board of Supervisors  
**Department:** Board of Supervisors  
**Presentation:** No A/V Presentation    **Recommendation:** Approve  
**Document Signatures:** BOS Signature    **# of ORIGINALS** 0  
Required    **Submitted for Signature:**

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

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Presentation of Proclamation to Mr. Dean Coates, Child Support Operations Supervisor, Department of Economic Security, Division of Child Support Services (DCSS) declaring August 2019 to be Child Support Awareness month.

**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. Dean Coates, Bisbee/Nogales/Sierra Vista Office Supervisors for the State of Arizona Department Of Economic Security Division of Child Support Services , and one for the County's Proclamation file.

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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**

Proclamation

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# Cochise County Board of Supervisors

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**PEGGY JUDD**  
Chairman  
District 3

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**THOMAS E. BORER**  
Supervisor  
District 1

**ARLETHE G. RIOS**  
Clerk of the Board

## **\*CHILD SUPPORT AWARENESS MONTH\***

**WHEREAS**, the County of Cochise joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

**WHEREAS**, the State of Arizona will always be committed advocates for our children, whose safety and security remains top of mind; and

**WHEREAS**, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

**WHEREAS**, the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity; and

**WHEREAS**, DCSS is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; and

**WHEREAS**, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

**WHEREAS**, child support awareness month salutes diligent parents who spend time with their child and who make regular child support payments to safeguard their children's future.

**NOW THEREFORE**, the Cochise County Board of Supervisors hereby proclaim the month of August 2019 as **CHILD SUPPORT AWARENESS MONTH**

**PASSED AND ADOPTED** this 13 day of August 2019.

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Peggy Judd, Chairman

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Ann English, Vice-Chairman

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Thomas E. Borer, Supervisor

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019

Minutes

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of July 23, 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

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING HELD ON  
Tuesday, July 23, 2019**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, July 23, 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 Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County  
Present: Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; Arlethe G. Rios, Clerk  
of the Board

Chairman Judd called the meeting to order at 10:18 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**

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***CALL TO THE PUBLIC***

Chairman Judd opened the call to the public.

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

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

***CONSENT***

**Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of July 9, 2019.
2. Approve an application for a Temporary Extension of Premises liquor license submitted by Mr. Keith Wilson for American Legion #52 located at 12 Theatre Drive, Sierra Vista, AZ 85635 on July 3, 2019, for the American Legion Riders ALR Post 52 15th Annual Bikefest & Centennial Celebration.
3. 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.

## **County Assessor**

4. Accept the Assessor's recommendation to approve the attached list of seventy-four 2019 property tax exemption applications that qualify for the exemption, but were filed with the Assessor after the statutory filing deadline of March 1, 2019.

## **Court Administration**

5. Approve Fiscal Year 2019-2020 Court Security Improvements funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC) effective July 1, 2019 through June 30, 2020 in the amount of \$9,000.

## **Finance**

6. Approve demands and budget amendments for operating transfers.

## **Human Resources**

7. Approve the appointments of Ms. Mary Gomez and Mr. Jim Vlahovich to the Cochise County Merit Commission commencing August 1, 2019 and ending March 22, 2020 to complete unexpired terms due to resignations.

Vice-Chairman English moved to approve items 1-7 on the consent agenda. Supervisor Borer seconded the motion and it carried unanimously.

## ***PUBLIC HEARINGS***

### **Board of Supervisors**

8. Approve a new series #12 (restaurant) liquor license application submitted by Mr. Bobby Eugene Douglas, for Chuckwagon Grill & Saloon, located at 7216 S. Hwy. 92, Hereford, AZ 85615.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office had no recommendation; the Treasurer's Office advised that the property taxes are current; the Development Services Department has recommended approval; and the Health Department is working with the applicant. There have been no formal protests and the \$100.00 processing fee has been paid. Board staff recommended approval.

Chairman Judd opened the public hearing.

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

Supervisor Borer moved to approve a new series #12 (restaurant) liquor license application submitted by Mr. Bobby Eugene Douglas, for Chuckwagon Grill & Saloon, located at 7216 S. Hwy. 92, Hereford, AZ 85615. Vice-Chairman English seconded the motion.

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

## ***ACTION***

### **County Attorney**

9. Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-20-021 in the amount of \$152,218, between the Arizona Criminal Justice Commission (ACJC) and Cochise County, effective July 1, 2019 through June 30, 2020.

Mr. Hanson presented this item. Mr. Hanson said that this funding was to cover the salary of a full time Attorney III and 60% of an Attorney II. He added that there was a County match of \$38,000 but that was covered with criminal enhancement funds so the County's general fund was not impacted at all.

Vice-Chairman English moved to approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-20-021 in the amount of \$152,218, between the Arizona Criminal Justice Commission (ACJC) and Cochise County, effective July 1, 2019 through June 30, 2020. Supervisor Borer seconded the motion.

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

## **County Schools**

10. Approve levy for cash deficit correction for Benson, Douglas and Sierra Vista Unified School Districts prior to adopting tax rates on August 19, 2019.

Ms. Debra Prow, County Schools Superintendent's Office, presented this item. She went over the requesting entities:

1. Benson Unified \$150,000 Cash Deficit Correction Tax Rate: 0.3338
2. Douglas Unified \$1,900,000 Cash Deficit Correction Tax Rate: 2.6389
3. Sierra Vista (EI) \$953,966 Cash Deficit Correction Tax Rate: 0.2389
4. Sierra Vista (HS) \$576,543 Cash Deficit Correction Tax Rate: 0.1432

Ms. Cathy Traywick, County Treasurer, explained that changes in statute allowed for this request and noted that the need for corrections could come from tax roll corrections or changes in student numbers. She said that approving these corrections would allow these entities to avoid cutbacks in some of their programs. She noted that the Property Tax Oversight Commission (PTOC) would have to approve these corrections as well to ensure accuracy.

Supervisor Borer moved to approve levy for cash deficit correction for Benson, Douglas and Sierra Vista Unified School Districts prior to adopting tax rates on August 19, 2019. Vice-Chairman English seconded the motion.

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

## **County Sheriff**

11. Approve Arizona Criminal Justice Commission (ACJC) Grant No. DC-20-003 to fund overtime for the Sheriff's Office Special Operations Division in support of narcotics and smuggling investigations, effective July 1, 2019 through June 30, 2020, in the amount of \$122,971.

Lieutenant Curtis Wilkins, Sheriff's Office, presented this item. Lt. Wilkins said that this was an annual grant for overtime in support of narcotics and smuggling investigations.

Vice-Chairman English moved to approve Arizona Criminal Justice Commission (ACJC) Grant No. DC-20-003 to fund overtime for the Sheriff's Office Special Operations Division in support of narcotics and smuggling investigations, effective July 1, 2019 through June 30, 2020, in the amount of \$122,971. Supervisor Borer seconded the motion.

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

## **Court Administration**

12. Approve Fiscal Year 2019-2020 Court Appointed Special Advocate (CASA) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), effective July 1, 2019 through June 30, 2020, in the amount of \$116,850.

Ms. Rita Shipley, Superior Court Budget & Finance Director, presented this item. Ms. Shipley said that this funding was to train interested advocates and cover two full time positions and a part time position.

Supervisor Borer moved to approve Fiscal Year 2019-2020 Court Appointed Special Advocate (CASA) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), effective July 1, 2019 through June 30, 2020, in the amount of \$116,850. 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***

Mr. Gilligan gave an update on the position of Finance Director and current building renovations at Melody Lane.

## ***SUMMARY OF CURRENT EVENTS***

### **Report by District 1 Supervisor, Thomas E. Borer**

Supervisor Borer deferred his report.

### **Report by District 2 Supervisor, Ann English**

Vice-Chairman English gave an update on the status of the Port of Entry project and said that additional funding and partnerships would be needed to continue moving this project forward.

### **Report by District 3 Supervisor, Peggy Judd**

Chairman Judd deferred her report.

Chairman Judd adjourned the meeting at 10:39 a.m.

APPROVED:

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Peggy Judd, Chairman

ATTEST:

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Arlthe G. Rios, Clerk of the Board

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019

Approve Proclamation: Declare August 2019 Child Support Awareness Month

**Submitted By:** Melissa Tucker, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve a Proclamation declaring August 2019 to be Child Support Awareness Month.

**Background:**

Governor's Proclamation and Cochise County's proclamations attached.

**Department's Next Steps (if approved):**

Post Governor's Proclamation in lobby and file Cochise County's Proclamation.

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

Print 2 originals for signature, one to present to Mr. Dean Coates, Bisbee/Nogales/Sierra Vista Office Supervisors for the State of Arizona Department Of Economic Security Division of Child Support Services, 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**

Proclamation

Governor's Proclamation



# Cochise County Board of Supervisors

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**PEGGY JUDD**  
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**ARLETHE G. RIOS**  
Clerk of the Board

## **\*CHILD SUPPORT AWARENESS MONTH\***

**WHEREAS**, the County of Cochise joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

**WHEREAS**, the State of Arizona will always be committed advocates for our children, whose safety and security remains top of mind; and

**WHEREAS**, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

**WHEREAS**, the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity; and

**WHEREAS**, DCSS is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; and

**WHEREAS**, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

**WHEREAS**, child support awareness month salutes diligent parents who spend time with their child and who make regular child support payments to safeguard their children's future.

**NOW THEREFORE**, the Cochise County Board of Supervisors hereby proclaim the month of August 2019 as **CHILD SUPPORT AWARENESS MONTH**

**PASSED AND ADOPTED** this 13 day of August 2019.

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Peggy Judd, Chairman

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Ann English, Vice-Chairman

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Thomas E. Borer, Supervisor

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA  
★  
PROCLAMATION

**WHEREAS**, the State of Arizona joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

**WHEREAS**, the State of Arizona will always be committed advocates for our children, whose safety and security remains top of mind; and

**WHEREAS**, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

**WHEREAS**, the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity, and kindness, as well as being an overall champion for economic growth and opportunity; and

**WHEREAS**, DCSS is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; and

**WHEREAS**, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

**WHEREAS**, child support awareness month salutes diligent parents who spend time with their child and who make regular child support payments to safeguard their children's future.

**NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim August 2019 as**

**CHILD SUPPORT AWARENESS MONTH**



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona

*Douglas A. Ducey*  
GOVERNOR

DONE at the Capitol in Phoenix on this third day of July in the year Two Thousand and Nineteen and of the Independence of the United States of America the Two Hundred and Forty-Third.

ATTEST:

*[Signature]*

SECRETARY OF STATE

**Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019

Letter of Support for National Science Foundation Grant

**Submitted By:** Arlethe Morrison, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:**

**Recommendation:**

**Document Signatures:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve Letter of Support for the University of Arizona's application for a National Science Foundation grant for Science, Technology, Engineering, and Math (STEM) curriculum development and teacher training in Cochise County.

**Background:**

The Cochise Conservation Network (CCRN) is a collaboration formerly established through an MOU between Cochise County, the City of Sierra Vista, The Nature Conservancy, the City of Bisbee and the Hereford Natural Resource Conservation District to plan, design, engineer, construct and monitor aquifer recharge projects near the San Pedro River. These efforts are modeled and designed to support the stream flow of the river and the riparian habitat of the San Pedro Riparian National Conservation Area, a nationally recognized and important protected area in the heart of Cochise County.

The recharge projects, along with the riparian ecology of the area, can provide a unique opportunity for teachers in our County to develop STEM-based curricula for their students. A grant from the National Science Foundation would enhance the ability of our teachers to take advantage of the county's rich natural history and assets and translate those assets into STEM-based learning materials for our county's students. In a time where youth are becoming more disconnected from nature, opportunities like this are critical in fostering future generations of stewards and advocates for the environmental assets we are charged with protecting in Cochise County.

The County, as a member of the CCRN and administrator of the project sites, would welcome a relationship and agreement with the local school districts for the use of one or more of these project sites located in the Sierra Vista Sub-watershed for educational purposes and teacher training.

**Department's Next Steps (if approved):**

Mail letter if approved.

**Impact of NOT Approving/Alternatives:**

The UofA may not receive enough support to have their application chosen for this grant and STEM curriculum might be delayed in Cochise County.

**To BOS Staff: Document Disposition/Follow-Up:**

Mail Letter to:  
Etta Kralovec, Ed.D.  
Distinguished Outreach Faculty  
University of Arizona, South  
1140 N. Colombo  
Sierra Vista, AZ 85635

Emai Letter to:  
[kralovec@email.arizona.edu](mailto:kralovec@email.arizona.edu) with a copy to Ed Gilligan, Jackie Watkins, Karen Riggs, Britt Hanson, Mark Apel.

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**Budget Information**

*Information about available funds*

**Budgeted:**   
**Unbudgeted:**

**Funds Available:**   
**Funds NOT Available:**

**Amount Available:**  
**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Letter

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# Cochise County Board of Supervisors

*Public Programs...Personal Service*  
[www.cochise.az.gov](http://www.cochise.az.gov)

**PEGGY JUDD**  
Chairman  
District 3

**EDWARD T. GILLIGAN**  
County Administrator

**ANN ENGLISH**  
Vice-Chairman  
District 2

**SHARON GILMAN**  
Associate County Administrator

**THOMAS E. BORER**  
Supervisor  
District 1

**ARLETHE R. MORRISON**  
Clerk of the Board

August 13, 2019

Etta Kralovec, Ed.D.  
Distinguished Outreach Faculty  
University of Arizona, South  
1140 N. Colombo  
Sierra Vista, AZ 85635  
[kralovec@email.arizona.edu](mailto:kralovec@email.arizona.edu)

Dear Dr. Kralovec:

This letter is provided in support of the University of Arizona's application for a National Science Foundation grant for STEM curriculum development and teacher training in Cochise County. The Cochise Conservation Network (CCRN) is a collaboration formerly established through an MOU between Cochise County, the City of Sierra Vista, The Nature Conservancy, the City of Bisbee and the Hereford Natural Resource Conservation District to plan, design, engineer, construct and monitor aquifer recharge projects near the San Pedro River. These efforts are modeled and designed to support the stream flow of the river and the riparian habitat of the San Pedro Riparian National Conservation Area, a nationally recognized and important protected area in the heart of Cochise County.

The recharge projects, along with the riparian ecology of the area, can provide a unique opportunity for teachers in our County to develop STEM-based curricula for their students. A grant from the National Science Foundation would enhance the ability of our teachers to take advantage of the county's rich natural history and assets and translate those assets into STEM-based learning materials for our county's students. In a time where youth are becoming more disconnected from nature, opportunities like this are critical in fostering future generations of stewards and advocates for the environmental assets we are charged with protecting in Cochise County.

The County, as a member of the CCRN and administrator of the project sites, would welcome a relationship and agreement with the local school districts for the use of one or more of these project sites located in the Sierra Vista Sub-watershed for educational purposes and teacher training.

Sincerely,

Peggy Judd, Chair  
Cochise County Board of Supervisors

1415 Melody Lane, Building G  
Bisbee, Arizona 85603  
520-432-9200  
520-432-5016 fax  
[board@cochise.az.gov](mailto:board@cochise.az.gov)

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019

Letter to Mr. Howard Buffett

**Submitted By:** Arlethe Morrison, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve letter of appreciation to Mr. Howard G. Buffett.

**Background:**

n/a

**Department's Next Steps (if approved):**

Mail Letter.

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

Email letter to [eljefe@hgbfoundation.org](mailto:eljefe@hgbfoundation.org)

**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

**EDWARD T. GILLIGAN**  
County Administrator

**ANN ENGLISH**  
Vice-Chairman  
District 2

**SHARON GILMAN**  
Associate County Administrator

**THOMAS E. BORER**  
Supervisor  
District 1

**ARLETHE R. MORRISON**  
Clerk of the Board

August 13, 2019

Mr. Howard G. Buffett  
The Howard G. Buffett Foundation  
[eljefe@hgbfoundation.org](mailto:eljefe@hgbfoundation.org)

Re: Appreciation for Donations and Contributions made to Cochise County

Dear Mr. Buffett,

We want to offer a sincere thank you for the many generous donations you've made to Cochise County throughout the years. Our communities would not be the same without the gracious contributions you've made to improve services in arenas spanning from Training Facilities, Youth Programs, Communications Infrastructure, and Public Safety support.

We know our citizens have benefited from your direct donations to the County, but we also want to note and thank you for the assistance provided directly to our communities to improve the quality of life in those areas. Without those contributions many projects and programs would not exist. The resources you have given to us are priceless and the impact is invaluable to both County employees and citizens.

In a time where government resources have been reduced or decimated your abundant contributions have allowed us to keep providing excellent service to our residents. Through your support we have been able to live up to our mission and we can not thank you enough for helping us keep our promises to our citizens.

Your donations have assisted our staff to reach new levels of professionalism with current training and the most up to date technology, which ensures efficiency and safety in our services.

Together we are truly making a difference to all in Cochise County!

With deepest gratitude,

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](mailto:board@cochise.az.gov)

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019

Approve Grant Award - FY2020 Victim's Rights Program Award Agreement - AG#2020-002

**Submitted By:** Susana Stark, County Attorney

**Department:** County Attorney

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature Required

**# of ORIGINALS** 3

**Submitted for Signature:**

**NAME of PRESENTER:** N/A

**TITLE of PRESENTER:** N/A

**Mandated Function?:** Federal or State Mandate

**Source of Mandate or Basis for Support?:** A.R.S. § 41-191.08

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

**Information**

**Agenda Item Text:**

Approve the Victims' Rights Program (VRP) Award Agreement (AG) 2020-002 between the Arizona Attorney General and the Cochise County Attorney's Office, in the amount of \$22,100, effective July 1, 2019 through June 30, 2020.

**Background:**

The award amount of \$22,100.00 is to be used by the Cochise County Attorney's Victim Witness Program to provide funding for 45.83% of the funding for the salary of the full-time Victim Witness Program Manager who is responsible for victim notification on all criminal cases. Fiscal Impact & Funding Sources: Attorney General's Victim Rights Program, funds deposited into Fund 126.

**Department's Next Steps (if approved):**

Submit signed grants to grant source.

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

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

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** 2019-2020

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

**Ongoing Costs? (\$\$\$):** 0

**County Match Required? (\$\$\$):** 0

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

**Source of Funding?:** Grant

**Fiscal Impact & Funding Sources (if known):**

Fund 126

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**Attachments**

Cochise County Grant Approval Form - VRP-2020

2020 VRP Award Agreement

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# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jillian Stevens Department/Division: ATTORNEY

Date Prepared: July 25, 2019 Telephone: (520) 432-8700

Grantor: ATTORNEY GENERAL'S OFFICE Grant Title: VICTIMS' RIGHTS PROGRAM GRANT

Grant Term From: JULY 1, 2019 To: JUNE 30, 2020

Fund No/Dept. No: 126 Note: Fund No. will be assigned by the Finance Department if new.

New Grant  Yes  No Amendment No. \_\_\_\_\_ Increase \$ \_\_\_\_\_ Decrease \$ 2.00

Briefly describe purpose of grant:

Victim Witness notification statutorily mandated.

If amendment, provide reason:

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

A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7.

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		22100.00			22100.00
Remaining Years					
Total Revenue		22100.00			22100.00

Is County match required?  Yes  No If yes, dollar amount \$ \_\_\_\_\_

Has this amount been budgeted?  Yes  No Identify Funding Source: FUND 126

Federal Catalog of Federal Domestic Assistance (CFDA) No: \_\_\_\_\_

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

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

a) Total A-87 cost allocation 0.00

b) Amount of overhead allowed by grant 0.00 County subsidy (a-b) \$0.00

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

If yes, dollar amount \$ \_\_\_\_\_ OR percentage allowed \_\_\_\_\_ %

Number of new positions that will be funded from grant: \_\_\_\_\_ Number of existing positions funded from grant: 1



**State of Arizona**  
**Office of the Attorney General**  
**FY 2020 Victims' Rights Program**  
**AWARD AGREEMENT**  
**A.G. #: 2020-002**

RECIPIENT

Name:	Cochise County Attorney's Office
Contact:	Jillian Stevens
Address:	P.O. Drawer CA, Bisbee, AZ 85603
Award Amount:	\$22,100.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

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

This AGREEMENT is made this first day of July 2019, by and between the Arizona Attorney General, and the Cochise County Attorney's Office, the "Contractor", to commence on July 1, 2019 and terminate June 30, 2020. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$22,100.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$22,100.00 award budget as follows:
  - Personnel: \$13,170.00 ERE/Benefits: \$8,930.00
  - Title: Victim Witness Program Manager Percent: 45.83%
  - Consulting: \$0.00
  - Operating: \$0.00
  - Equipment: \$0.00
- C. To complete and submit, on or before August 14, 2020, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2020 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

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

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2020, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2020, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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

FOR THE ATTORNEY GENERAL:

\_\_\_\_\_  
 Jerry Connolly, Procurement Manager

\_\_\_\_\_  
 Date:

FOR THE CONTRACTOR:

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date:

\_\_\_\_\_  
 Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Clerk of the Governing Board (if applicable)

\_\_\_\_\_  
 Date:

\_\_\_\_\_  
 Legal Counsel (if applicable)

\_\_\_\_\_  
 Date:

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019

Governor's Office Victim Services Grant Award Agreement A.G.#::2020-043

**Submitted By:** Tom Alinen, County Sheriff

**Department:** County Sheriff

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

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

**NAME of PRESENTER:** Carol Capas      **TITLE of PRESENTER:** Support Services Supervisor

**Docket Number (If applicable):**

**Mandated Function?:** Federal or State Mandate      **Source of Mandate or Basis for Support?:** A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7

**Information**

**Agenda Item Text:**

Approve grant agreement 2020-043 with the Arizona Attorney General's Office, in the amount of \$10,400 for the continuation of funding assistance for personnel who perform Victim Rights services for the Sheriff's Office, effective July 1, 2019 through June 30, 2020.

**Background:**

The Cochise County Sheriff's Office has applied for, and has been the recipient of, Victim Rights grant funding from the State of Arizona Office of the Attorney General for the past twenty-one years. The funding has been sought to help pay the salary and benefits for a Victim Rights Clerk within the Sheriff's Office. This position is responsible for providing statutorily mandated services to crime victims within Cochise County. Our service levels would not be as successful without the Attorney General funding. On July 25, 2019, Deputy County Attorney Roberts approved the form of this grant.

**Department's Next Steps (if approved):**

The Cochise County Sheriff's Office will continue to utilize the funds received from the Arizona Attorney General to allow personnel to provide services that include Victim contact by phone, email, U.S. mail in order to relay pertinent information regarding their case. The information provided is mandated by Arizona State law and allows for open communication between law enforcement, courts, and the victim in instances of a crime being perpetrated against them.

The final document for acceptance of this funding is in a signature page that must be signed by the Cochise County Attorney and the Board of Supervisors prior to any money being received.

**Impact of NOT Approving/Alternatives:**

If this document is not signed and the grant is not approved, additional funds must be located within the Cochise County General Fund to keep a staff position filled at full time.

**To BOS Staff: Document Disposition/Follow-Up:**

Please send two signed originals back to the Cochise County Sheriff's Office, Attention Victim Rights for proper completion of the process and allowance for funding to be received from the state.

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**Attachments**

Victim Rights 2020 Agreement

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**State of Arizona**  
**Office of the Attorney General**  
**FY 2020 Victims' Rights Program**  
**AWARD AGREEMENT**  
**A.G. #: 2020-043**

RECIPIENT

Name:	Cochise County Sheriff's Department
Contact:	Luisa Sin
Address:	205 North Judd Drive, Bisbee, AZ 85603
Award Amount:	\$10,400.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Sheriff's Department as an entity type.

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

This AGREEMENT is made this first day of July 2019, by and between the Arizona Attorney General, and the Cochise County Sheriff's Department, the "Contractor", to commence on July 1, 2019 and terminate June 30, 2020. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$10,400.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A. R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$10,400.00 award budget as follows:

Personnel: \$6,536.00 ERE/Benefits: \$3,864.00  
 Title: Records Supervisor/VR Clerk Percent: 33.6%  
 Consulting: \$0.00  
 Operating: \$0.00  
 Equipment: \$0.00

- C. To complete and submit, on or before August 14, 2020, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2020 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

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

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2020, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2020, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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

FOR THE ATTORNEY GENERAL:

\_\_\_\_\_  
 Jerry Connolly, Procurement Manager

Date: \_\_\_\_\_

FOR THE CONTRACTOR:

\_\_\_\_\_  
 Authorized Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Clerk of the Governing Board (if applicable)

Date: \_\_\_\_\_

\_\_\_\_\_  
 Legal Counsel (if applicable)

Date: \_\_\_\_\_

**Court Administration**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019  
 FY20 Court Improvement Program (CIP) Funding Agreement

**Submitted By:** Rita Shipley, Court Administration

**Department:** Court Administration

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

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

**NAME of PRESENTER:** Rita Shipley      **TITLE of PRESENTER:** Budget and Finance Director

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

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

**Information**

**Agenda Item Text:**

Approve Fiscal Year 2019-2020 Court Improvement Program (CIP) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), in the amount of \$38,561, effective July 1, 2019 through June 30, 2020.

**Background:**

The Court Improvement Program is designed to assess and improve court proceedings regarding foster care and adoption and to help maintain the focus on a child's safety, permanency and well being.

**Department's Next Steps (if approved):**

Receive AOC funding and administer the program.

**Impact of NOT Approving/Alternatives:**

No funding for the Court Improvement Program.

**To BOS Staff: Document Disposition/Follow-Up:**

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

**Budget Information**

*Information about available funds*

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

**Account Code(s) for Available Funds**

1:

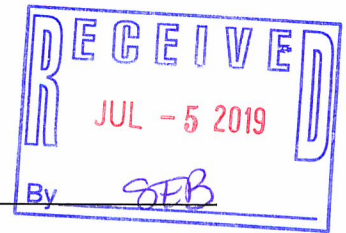
**Fund Transfers**

**Attachments**

FY20 Funding Agreement  
Grant Approval Form

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**Court Improvement Program**  
**FUNDING AGREEMENT**



**Cochise County**

**Fiscal Year 2020**

This Agreement is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts ("AOC"), and the Cochise County Superior Court ("Grantee").

**1. TERM AND PROGRAM REQUIREMENTS**

This Agreement becomes effective upon execution by the parties and shall remain in effect through June 30, 2020.

**a. Dependency Process Requirements**

The purpose of this agreement is to provide funding to the Grantee to implement the Court Improvement (CI) requirements listed below.

- 1) Preliminary Protective Hearings in every case where the child is removed from the home and a dependency petition is filed shall be held within five to seven business days of removal.
- 2) Pre-Hearing Conference shall be conducted immediately preceding the in-court Preliminary Protective Hearing.
- 3) A Settlement Conference or Mediation shall be held prior to an Adjudication Hearing in a dependency matter, if a parent does not admit or submit to the dependency petition.
- 4) An Adjudication Hearing shall be held within ninety days of service of a dependency petition.
- 5) A Disposition Hearing shall be held at the same time or no later than thirty days after the Adjudication Hearing.
- 6) A Review Hearing shall be held within six months of the initial Disposition Hearing.
- 7) A Permanency Hearing shall be held:
  - a) within thirty days of disposition, if Court orders that reunification services are not to be offered;
  - b) within six months of removal for a child less than three years of age;
  - c) within one year of removal, if reunification services are not discontinued by court order.
- 8) If the Court determines at the Permanency Hearing that termination of parental rights or guardianship is in the best interest of the child, the Court shall order the department or the child's attorney or guardian ad litem to file, within ten days of the Permanency Hearing, a motion alleging grounds for termination or guardianship. The Initial Termination or Initial Guardianship Hearing shall be held within thirty days of the Permanency Hearing.
- 9) The Court shall make specific and factual findings as to the extraordinary circumstances which brought about the continuance of any dependency hearing.

## **b. Primary Budget Considerations**

In order to accomplish the time lines and procedures outlined in the Dependency Process Requirements, there are certain personnel and operational considerations that are fundamental and must be a priority for your budget expenditures. Grantee must ensure that there is/are:

- 1) Sufficient judicial hearing officers to hear all dependency proceedings.
- 2) An individual(s) responsible for facilitating Pre-Hearing Conferences.
- 3) An individual(s) responsible for handling mediations.
- 4) A Court Improvement multi-disciplinary team which meets regularly to ensure efficiency in the dependency process.
- 5) A juvenile court dependency data tracking system that is accessible to court personnel involved in dependency cases.
- 6) An individual(s) identified in your county to collect and input dependency case data into the juvenile court dependency data tracking system. Key individuals involved in the data collection process should participate in regularly scheduled Users Group meetings sponsored by the AOC.
- 7) Collaboration with the County Clerk's Office to ensure that the County Clerk's Office is adequately staffed and equipped to manage its responsibilities in the dependency process.

## **c. Dependency Data Tracking System Requirements**

- 1) The Grantee shall provide all equipment, hardware and software necessary to enable access for all court personnel responsible for entering dependency data into the juvenile court dependency data tracking system. The Grantee shall establish a security matrix for use of the juvenile court dependency data tracking system.
- 2) The Grantee agrees to: (a) utilize the juvenile court dependency data tracking system including, but not limited to, the input of data in a timely and accurate manner and the providing of reports as requested by the AOC; and (b) participate in any applicable outcome studies.
- 3) Dependency data entry for each month must be entered into the juvenile court dependency data tracking system by the fifth day of the following month.
- 4) Dependency Exception Reports will be run by the eighth day of the following month. The exceptions shall be corrected by the end of the same month. If exceptions cannot be corrected, the Grantee will contact the AOC for resolution.

## **2. MODIFICATION AND TERMINATION**

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) lack of funding; (b) statutory or administrative changes in the program; (c) Grantee's failure to implement or operate this Funding Agreement; (d) Grantee's non-compliance with this Agreement or other program requirements; (e) Grantee's failure to expend funds in accordance with Addendum A; or (f) other circumstances necessitating such action. Either party may terminate this Agreement upon a thirty-day written notice to the other party by certified mail.

## **3. FUND ACCOUNTING**

Funds distributed to Grantee shall be deposited in a special revenue account established for the execution of this Agreement. Any interest earned on these monies while in the possession of Grantee shall accrue to the fund for use by Grantee in accordance with this Funding Agreement. Funds disbursed to Grantee for reimbursement of approved expenses do not have to be deposited into a special revenue account.

## **4. EXPENDITURES**

- a. **Distribution of Funds.** The AOC may retain all or any portion of the funds allocated to Grantee for the performance of this Funding Agreement and may authorize direct expenditures for the benefit of Grantee. The specific amounts to be retained by the AOC for direct expenditures for the benefit of Grantee and to be disbursed to the Grantee are set forth in the Addendum A to this Agreement. The AOC may periodically modify the distribution of funds contained in the Addendum A based on its determination of Grantee's need for and usage of the funds.
- b. **Reporting Requirements.** Grantee shall submit a Semi-Annual Progress Report and Financial Statement to the AOC on or before January 31, 2020. Grantee shall also submit a Closing Report and Financial Statement to the AOC on or before August 31, 2020. An inventory of all equipment purchased with CI funds, including serial numbers, location and intended use, shall accompany the Closing Report and Financial Statement. Report forms will be provided by the AOC.
- c. **Unexpended Funds.** Funds unencumbered as of June 30, 2020 and unexpended as of July 31, 2020, plus all unexpended interest accrued on such funds while in the possession of Grantee, shall be submitted with the Closing Report and Financial Statement to the AOC for reversion no later than August 31, 2020.
- d. **Inappropriate Expenditures.** Grantee shall expend funds only for the purposes and uses specified in the Funding Agreement and Addendum A. Grantee agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with the Addendum A and this Agreement. Funds shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with AOC funds shall be used solely for purposes outlined in the Funding Agreement unless written permission is received from the AOC.
- e. **Budget Modifications.** The Court shall not shift funds from, to, or within budgeted categories described in Addendum A without prior written authorization from the AOC. All budget modifications shall be in accordance with the AOC Budget Modification Policy. Budget modification forms may be acquired from the AOC.
- f. **Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2019, all unexpended funds in the possession of Grantee shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, location and intended use, of all equipment purchased with grant funds. If termination is due to failure of Grantee to comply with this Funding Agreement, the AOC may require return of equipment and supplies purchased with grant funds.

## 5. BOOKS AND RECORDS

- a. **Financial Records and Examination.** Grantee shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this Funding Agreement. All books, records and other documents relevant to this Agreement shall be retained by Grantee and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.
- b. **Program Records and Evaluation.** The AOC monitors and evaluates the implementation of Arizona Revised Statutes, Title 8, Chapter 10, Articles 2, 3 and 4, known as Court Improvement to determine its effectiveness. As a condition of receipt of

grant funds, Grantee and any subcontractor agree to maintain and provide to the AOC such data and statistics as may be required for purposes of evaluation. Grantee further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

## **6. INVENTORY**

Equipment purchased with funds received pursuant to this Agreement shall become the property of Grantee, and Grantee shall maintain written inventory and property control policies and procedures covering the equipment. Grantee may use its existing inventory system but must at a minimum maintain the information required by AOC policies and procedures.

## **7. USE, LOSS AND DISPOSITION OF EQUIPMENT**

Equipment must be used as required by this Funding Agreement for three (3) years, unless written permission is given by the AOC. After this time, purchased equipment may be transferred upon approval of the presiding juvenile judge. Grantee is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Purchased equipment which is no longer needed or usable shall be placed in surplus as required by this Agreement. If no such requirements are included in the Agreement, then local surplus property procedures may be utilized. Leased equipment will follow the guidelines of the lease.

## **8. SANCTIONS**

In addition to any other remedy available pursuant to this Agreement, Grantee may be placed on financial sanction status for deficiencies including but not limited to, delinquent submissions, delinquent reports, inaccurate reporting of statistics, inaccurate reporting of dependency statistics, untimely and consistently inaccurate input of data into the dependency data tracking system, untimely and consistently inaccurate correction of identified issues on the quality assurance reports, inadequate records, expenditures outside of the approved budget and non-compliance with this Funding Agreement for this or any other grant. During the period of sanction status, the AOC may take any appropriate action including:

- a) Written warning with request for immediate compliance.
- b) Withholding all or any portion of future program fund or equipment disbursements.
- c) Withholding all disbursements from all program funds.
- d) Requiring monthly submission of expenses prior to disbursement.
- e) Requiring monthly submission of expenses for reimbursement of actual costs incurred.
- f) Recovery of funds or equipment already disbursed.

To receive reimbursement while in sanction status, Grantee shall submit a monthly request to the AOC detailing expenses in funding categories as delineated on Addendum A. State funds shall not be used for any adverse financial costs or interest charged or incurred due to Grantee's financial sanction status.

## **9. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

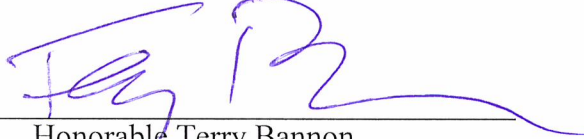
Any reports or information developed during the course of implementing the requirements of this agreement will be the joint property/ownership of the Grantee and the AOC. The Grantee and the AOC shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement.

## **10. PERFORMANCE LIABILITY**

Except as otherwise provided by law, in the performance of this Agreement and Grantee's Funding Agreement both parties hereto are acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees,

agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party is solely responsible for the actions of its employees under this Agreement.

**Cochise County Superior Court**

By:   
Honorable Terry Bannon  
Presiding Juvenile Court Judge

Date: 6/28/19

**Arizona Supreme Court, Administrative Office of the Courts**

By:   
Mike Baumstark, Deputy Director  
Administrative Office of the Courts

Date: 6/24/19



# ADDENDUM A

## COURT IMPROVEMENT Juvenile Court in Cochise County for Fiscal Year 2020

Addendum date: July 1, 2019      NOTE: This addendum supersedes all previously dated addenda

TOTAL AMOUNT AWARDED: \$      **38,561.00**

APPROVED BUDGET		
Category	FTEs	Amount
Personnel—Salaries	0.77	\$ 27,544.00
Personnel—ERE		\$ 11,017.00
Contract Services		\$ -
Equipment		\$ -
Travel		\$ -
Operating		\$ -
<b>TOTAL DISBURSED AMOUNT</b>		<b>\$ 38,561.00</b>

SCHEDULED DISBURSEMENTS				
July 31, 2019	October 31, 2019	March 16, 2020	May 15, 2020	
\$ 9,640.00	\$ 9,640.00	\$ 9,641.00	\$ 9,640.00	

Signed:

Caroline Lutt-Owens, Director  
Dependent Children's Services Division—Arizona Supreme Court

6/20/19

Date

Signed:

Presiding Juvenile Judge

6/28/19

Date

AOC Finance Office Receipt:

Fund Manager

Date

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:      Yes      No

Grant No:

Amendment:      Yes      No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019

Demands

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve demands and budget amendments for operating transfers.

**Background:**

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

**Department's Next Steps (if approved):**

Return to Finance after BOS approval.

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

Return to Finance after BOS approval.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019  
 Palo Verde T-36 contract extension  
**Submitted By:** Ray Falkenberg, Health & Social Services  
**Department:** Health & Social Services  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required

**NAME of PRESENTER:** Carrie Langley  
**Mandated Function?:** Federal or State Mandate

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 1  
**TITLE of PRESENTER:** Health Director  
**Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve Amendment #1 to Provider Contract Title 36 Mental Health Services between Cochise County and UHS of Tucson, LLC dba Palo Verde Behavioral Health, in the amount not to exceed \$25,000 annually, effective through June 30, 2021.

**Background:**

Securing placement for Title 36 patients can be a long process, often resulting in limited options for care. It is essential CHSS find as many partners as possible to ensure the broadest access to care and treatment in a timely manner. The existing contract with Palo Verde provides the county with a reliable backup provider for Title 36 evaluation services.

Principal changes documented by the amendment include (i) an extension until 6/30/21 and (ii) a modest \$100 per day increase in payment rates.

**Department's Next Steps (if approved):**

Execute and deliver amendment.

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

Return signed amendment to department for provider execution.

**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? (\$\$\$):** 25000

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

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

**Source of Funding?:** General Fund

**Fiscal Impact & Funding Sources (if known):**

General fund

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**Attachments**

Exec Summary

Amendment 1

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## Executive Summary Form

### **Agenda Number: 4692**

#### **Recommendation:**

Approval of Amendment #1 to Provider Contract Title 36 Mental Health Services between Cochise County and UHS of Tucson, LLC dba Palo Verde Behavioral Health, effective thru 06/30/2021 in the projected amount not to exceed \$25,000 annually.

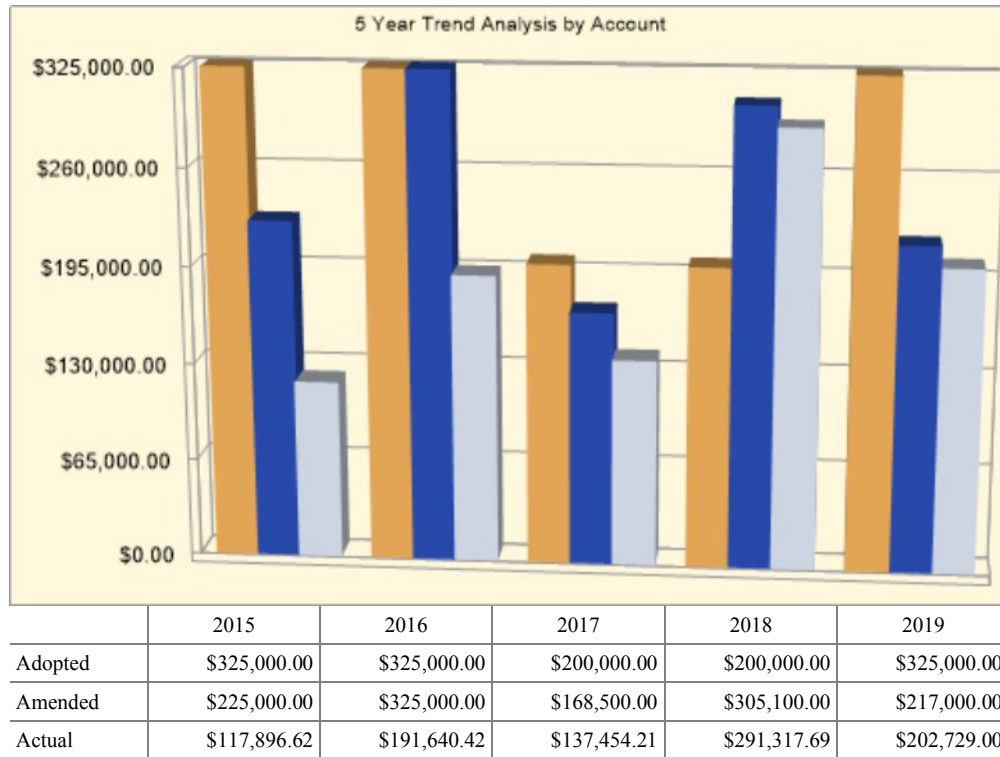
#### **Background (Brief):**

Securing placement for Title 36 patients can be a long process, often resulting in limited options for care. It is essential CHSS find as many partners as possible to ensure the broadest access to care and treatment in a timely manner. The existing contract with Palo Verde provides the county with a reliable backup provider for Title 36 evaluation services.

Principal changes documented by the amendment include (i) an extension until 6/30/19 and (ii) a modest \$100 per day increase in payment rates.

#### **Fiscal Impact & Funding Sources:**

General fund Title 36 expenses remained significant in FY 19 as indicated below:



#### **Next Steps/Action Items/Follow-up:**

Your approvals are respectfully requested.

#### **Impact of Not Approving:**

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

**AMENDMENT #1**  
**PROVIDER CONTRACT TITLE 36 MENTAL HEALTH SERVICES BETWEEN**  
**COCHISE COUNTY AND UHS OF TUCSON, LLC DBA PALO VERDE BEHAVIORAL HEALTH**

County of Cochise ("**County**"), a political subdivision of the State of Arizona and UHS of Tucson, LLC DBA: Palo Verde Behavioral Health ("**Provider**"), a Delaware Limited Liability Company authorized to do business in Arizona, hereby agree to amend the following:

1. Article 1, paragraph 1, "Term" of the above stated agreement to extend the expiration date of the contract to June 30, 2021, pursuant to Article 7.
2. Article 2, paragraph 2.6, "Communication Upon Discharge of In-Custody Patients" is hereby added and reads as follows:

**"2.6 Communication Upon Discharge of In-Custody Patients:** Before discharge of an in-custody patient, Provider will contact Cochise County Jail Medical Staff to conduct a nurse-to-nurse consultation for continuity of medical care. "

3. Article 3, paragraph 3.1, "Reimbursement" of the above stated agreement to read as follow:

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

In-patient services for evaluation, treatment, report writing and testimony, at the rate of One Thousand One Hundred Dollars (\$1,100.00 USD) per day; plus One Hundred Eighty Dollars (\$180.00 USD) per psychiatric evaluation; said inpatient services shall be paid from the date of filing of a Petition for Evaluation, up to and including the day before court ordered treatment, change to voluntary status or release from evaluation, or in any case where a patient is covered by AHCCCS, County will be responsible for the first three days, including weekends and holidays, for court ordered evaluations, with the remaining stay billable to the RHBA.

If patient requires one-to-one monitoring during Court Ordered Evaluation, then County will pay One Thousand Three Hundred Dollars (\$1,300.00 USD) per day up to the COT.

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

4. Article 3, paragraph 3.2, “Reimbursement” of the above stated agreement to read that reimbursement for services shall be invoiced and payable on a monthly basis to: Carrie Langley, Director of Cochise Health & Social Services, 1415 Melody Lane, Bldg. A, Bisbee, AZ 85603.

**IN WITNESS WHEREOF**, the Parties have authorized the designated officials indicated below to execute this agreement indicating their respective approval.

**COCHISE COUNTY BOARD  
OF SUPERVISORS**

**UHS OF TUCSON, LLC DBA: PALO VERDE  
BEHAVIORAL HEALTH**

\_\_\_\_\_  
**PEGGY JUDD** Date  
Chairman

\_\_\_\_\_  
**MELISSA ECKSTEIN** Date  
Chief Executive Officer

**COCHISE COUNTY HEALTH AND SOCIAL SERVICES**

for \_\_\_\_\_  
**CARRIE LANGLEY** Date  
Director

**Amendment #1 - Provider Contract Title 36 Mental Health Services Between  
Cochise County and UHS of Tucson, LLC Dba Palo Verde Behavioral Health**


Page | 3

**ATTEST:**

**APPROVED AS TO FORM:**

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**ARLETHE G. RIOS**  
Clerk of the Board



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**CHRISTINE J. ROBERTS**  
Deputy County Attorney, Cochise County

**Regular Board of Supervisors Meeting**

**Workforce Development**

**Meeting Date:** 08/13/2019

Approve Amendment #1 to Title IB Adult, Youth, and Dislocated Worker contract #DI19-002208 between Cochise County and the Arizona Department of Econom

**Submitted By:** Anita Baca, Housing Authority

**Department:** Housing Authority

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

**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 4

**NAME of PRESENTER:** N/A **TITLE of PRESENTER:** N/A

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Approve Amendment #1 to Title IB Adult, Youth, and Dislocated Worker contract #DI19-002208 between Cochise County and the Arizona Department of Economic Security (ADES) for the Workforce Innovation and Opportunity Act(WIOA) Service Delivery Area, in the amount of \$4,614,042, effective April 1, 2018 through June 30, 2021.

**Background:**

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise Private Industry Council, Inc. (CPIC) works with Adult, Youth, and Dislocated Worker training programs in Cochise, Graham, and Greenlee Counties. CPIC is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2018 to June 30, 2021.

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified above shall be \$4,614,042. Cochise County acts as a pass through; there is no fiscal impact to Cochise County.

**Department's Next Steps (if approved):**

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

**Impact of NOT Approving/Alternatives:**

Funds would not be available for the program.

**To BOS Staff: Document Disposition/Follow-Up:**

The (4) original documents should be mailed to: Cochise Private Industry Council., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Vada Phelps. Request a fully executed original to be returned to the Board office.

## Attachments

IGA for Signature

Federal Award Terms

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DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)  Cochise County Board of Supervisors 900 Carmelita Dr. Sierra Vista, Arizona 85635	2. CONTRACT ID NUMBER  DI19-002208
	3. AMENDMENT NUMBER  1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 9.0 Manner of Financing, Paragraph 9.2 the purpose of this amendment is to increase fund balances for the following Program Year (PY) and Fiscal Year (FY):

Original Allocation PY19/FY20			
PY	2019	AD Admin	\$8,689
PY	2019	YT Admin	\$55,341
PY	2019	DW Admin	\$23,415
FY	2020	AD Admin	\$46,190
FY	2020	DW Admin	\$111,020
PY	2019	Youth	\$498,078
PY	2019	Adult	\$78,206
FY	2020	Adult	\$415,706
PY	2019	DW	\$210,747
FY	2020	DW	\$999,203
PY	2019	RR	\$28,100
FY	2020	RR	\$133,227

PY18/FY19 Additional Allocation TEGL 16-17 Ch 2			
PY	2018	AD Admin	
PY	2018	YT Admin	\$157
PY	2018	DW Admin	
FY	2019	AD Admin	\$131
FY	2019	DW Admin	\$244
PY	2018	Youth	\$1,417
PY	2018	Adult	
FY	2019	Adult	\$1,181
PY	2018	DW	
FY	2019	DW	\$2,195
PY	2018	RR	
FY	2019	RR	

This is an increase of \$2,607,922

This is an increase of \$5,325

The reimbursement ceiling is increased from \$2,000,795 to \$4,614,042

Attachment B, Allocation by Program and Fiscal Year, updated 6/28/2019 is revised and attached and reflects all current totals by Program and Fiscal Year.

Pursuant to Section 8.0 Amendments, Paragraph 5.2.1 is revised to include the following: Ensure compliance with the Workforce Innovation Opportunity Act and its regulations, applicable Federal and State Laws, rules and regulations, and State policies and procedures.

Pursuant to Section 8.0 Amendment, Paragraph 5.2.5 is revised to replace the second sentence as follows: The State of Arizona may implement corrective actions as delineated in WIOA sec. 107(c)(2)(C), WIOA sec. 184, 20 CFR 677.220 and 20 CFR 683.720.

Pursuant to Section 8.0 Amendments, Attachment A Schedule of Sanctions for Failed Performance Measures is deleted. Paragraph 30.3 is deleted.

Pursuant to Section 8.0 Amendment, the attached "Federal Award Terms, Workforce Innovation and Opportunity Act (WIOA) Programs, Adult/Dislocated Worker/Youth – PY2019/FY2020" is incorporated into this Agreement.

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

6. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

7. NAME OF CONTRACTOR  
**COCHISE COUNTY BOARD OF SUPERVISORS**

SIGNATURE OF AUTHORIZED INDIVIDUAL

SIGNATURE OF AUTHORIZED INDIVIDUAL

TYPED NAME

TYPED NAME

TITLE

TITLE

DATE

DATE

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

**ARIZONA ATTORNEY GENERAL'S OFFICE**

BY:

BY:

ASSISTANT ATTORNEY GENERAL

PUBLIC AGENCY LEGAL COUNSEL

DATE:

DATE:

DI19-002208 A1

Attachment B - WIOA Title I Allocation by Program and Fiscal Year

Updated 6/28/2019

Vendor Name: Cochise/Graham/Greenlee

Contract #: DI19-002208

DI19-002208 A1

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2018	AD Admin	\$ 8,202	07/01/18	06/30/20	August 15, 2020
PY	2018	YT Admin	\$ 51,618	04/01/18	06/30/20	August 15, 2020
PY	2018	DW Admin	\$ 15,082	07/01/18	06/30/20	August 15, 2020
FY	2019	AD Admin	\$ 43,673	10/01/18	06/30/20	August 15, 2020
FY	2019	DW Admin	\$ 71,656	10/01/18	06/30/20	August 15, 2020
PY	2018	Youth	\$ 464,578	04/01/18	06/30/20	August 15, 2020
PY	2018	Adult	\$ 73,821	07/01/18	06/30/20	August 15, 2020
FY	2019	Adult	\$ 393,048	10/01/18	06/30/20	August 15, 2020
PY	2018	DW	\$ 135,741	07/01/18	06/30/20	August 15, 2020
FY	2019	DW	\$ 644,907	10/01/18	06/30/20	August 15, 2020
PY	2018	RR	\$ 18,100	07/01/18	06/30/20	August 15, 2020
FY	2019	RR	\$ 85,694	10/01/18	06/30/20	August 15, 2020
<b>TOTAL</b>			\$ 2,006,120			

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY18/FY19 allocation is due to DES on or before 8/01/2021

DI19-002208 A1

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2019	AD Admin	\$ 8,689	07/01/19	06/30/21	August 15, 2021
PY	2019	YT Admin	\$ 55,341	04/01/19	06/30/21	August 15, 2021
PY	2019	DW Admin	\$ 23,415	07/01/19	06/30/21	August 15, 2021
FY	2020	AD Admin	\$ 46,190	10/01/19	06/30/21	August 15, 2021
FY	2020	DW Admin	\$ 111,020	10/01/19	06/30/21	August 15, 2021
PY	2019	Youth	\$ 498,078	04/01/19	06/30/21	August 15, 2021
PY	2019	Adult	\$ 78,206	07/01/19	06/30/21	August 15, 2021
FY	2020	Adult	\$ 415,706	10/01/19	06/30/21	August 15, 2021
PY	2019	DW	\$ 210,747	07/01/19	06/30/21	August 15, 2021
FY	2020	DW	\$ 999,203	10/01/19	06/30/21	August 15, 2021
PY	2019	RR	\$ 28,100	07/01/19	06/30/21	August 15, 2021
FY	2020	RR	\$ 133,227	10/01/19	06/30/21	August 15, 2021
<b>TOTAL</b>			\$ 2,607,922			

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY19/FY20 allocation is due to DES on or before 8/01/2022

# Workforce Innovation and Opportunity Act (WIOA) Programs Adult/Dislocated Worker/Youth – PY 2019/FY 2020 Federal Award Terms

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## 1. Order of Precedence

In the event of any inconsistency between the terms and conditions of this Notice of Award and other requirements, the following order of precedence shall apply:

- I. Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2019, as transmitted via Training and Employment Guidance Letter (TEGL) No. 16-18.
- II. Other applicable Federal statutes.
- III. Departments of Labor, Health and Human Services, Education and Related Agencies Appropriations Act, 2019 (P.L. 115-245).
- IV. Implementing Regulations.
- V. Executive Orders.
- VI. OMB Circulars, including the Uniform Guidance at 2 CFR 200 and 2900.
- VII. DOL-ETA Directives.
- VIII. Terms and conditions of this award.

## 2. Notice of Award

### a. Formula awards (WIOA)

The funds that are provided under this Notice of Award must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act; the applicable approved State WIOA plan including approved modifications and amendments to the plan, and any waiver plan approved under WIOA Sec. 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Sec. 190; the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116; and the applicable provisions in the appropriations act(s).

The funds shall be obligated and allocated via a Notice of Award (NOA) grant modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

## 3. Federal Project Officer

The DOL/ETA Federal Project Officer (FPO) for this award is:

Name: Latha Seshadri  
Telephone: 415-625-7937  
E-mail: Seshadri.Latha@dol.gov

The FPO is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification process.

## 4. Return of Funds

Effective October 1, 2017, the U.S. Department of Labor, Employment & Training Administration will no longer be accepting paper checks for any type of returned funds. All return of funds are to be submitted electronically through the Payment Management System (PMS) operated by the U.S. Department of Health and Human Resources via the same method as a drawdown.

If there are questions regarding the return of funds or your organization no longer has access to PMS, contact the U.S. Department of Labor/ETA Office of Financial Administration via email at: [ETA-ARteam@dol.gov](mailto:ETA-ARteam@dol.gov) for further assistance.

## 5. Evaluation, Data, and Implementation

As the award recipient, your organization must cooperate during the implementation of a third-party evaluation. This means providing DOL or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

## 6. Resources and Information

Additional resources and information to assist you are located on the ETA website at <https://www.doleta.gov/grants/resources.cfm> and on the Grants Application and Management collection page located on WorkforceGPS.org at <https://grantsapplicationandmanagement.workforcegps.org/>. These sites contains information about the Uniform Guidance, grant terms and conditions, financial reporting, indirect costs, recipient training resources, and other relevant information.

## 7. Cost Limitation Restrictions

### a. Administrative Costs

Under the Workforce Innovation and Opportunity Act, administrative costs are defined and discussed in 20 CFR 683.215. States receiving WIOA formula funds are limited to spending no more than 5 percent of their annual allotment on administrative costs. Local areas are limited to spending no more than 10 percent of their annual allocation on administrative costs. Flexibility is provided to states and local areas in the statute by allowing administrative funds from the three formula funding streams awarded under subtitle B to be pooled and used together for administrative costs for any of the three programs, at the State and locals' discretion

### b. Consultants

For the purposes of this award, the ETA Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$710 per day (representing an eight hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

### c. Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act ( 49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

### d. Travel – Foreign

Funds that are awarded and authorized to carry out an activity under WIOA subtitle B cannot be used for foreign travel.

### e. Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.474(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. The 2019 mileage reimbursement rates are:

<b>Modes of Transportation</b>	<b>Effective/Applicability Date</b>	<b>Rate per mile</b>
Privately owned automobile	<b>January 1, 2019</b>	\$0.58
Privately owned motorcycle	<b>January 1, 2019</b>	\$0.55

Mileage rates must be checked annually at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) to ensure compliance.

### f. WIOA Infrastructure

WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners: A. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); B. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; C. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; D. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; E. Unemployment Compensation (UC) programs; F. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and G. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.

With the exception of Native American programs established under WIOA sec. 166, all One-Stop partner programs including all programs that are funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGL 17-16. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost

Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

## 8. Administrative Requirements

### a. Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this grant. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the organization is in compliance with the Assurances and Certifications form SF-424B (available at <http://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf>). **You do not need to submit the SF-424B form separately.**

### b. Audits

Organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. DOL awards recipients including for-profit and foreign entities that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200.

### c. Changes in Micro-purchase and Simplified Acquisition Thresholds

The Office of Management and Budget memorandum (M-18-18), issued on June 20, 2018, increased the threshold for micro-purchases under Federal financial assistance awards from \$3,500 to \$10,000 and the threshold for simplified acquisitions under Federal financial assistance awards from \$100,000 to \$250,000. Please note that these two threshold increases were effective for all Employment and Training (ETA) grantees as of October 1, 2018. All ETA grantees should carefully review the above-referenced memorandum and make any necessary updates to their financial and administrative policies, procedures and systems as a result of these threshold increases.

### d. Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the ETA. As the award recipient, your organization will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin once the grant ends. The information concerning the recipient's responsibilities at closeout may be found at 2 CFR 200.343. During the closeout process, the grantee must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the documentation that is required is a Negotiated Indirect Cost Rate Agreement or Cost Allocation Plan issued by the grantee's Federal cognizant agency. Documentation for those approved to utilize a de minimis rate for indirect costs is demonstrated through the grant

agreement. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the grant period (2 CFR 2900.15).

## e. Equipment

The requirement that grant recipients obtain prior approval from the Federal Grantor agency for all purchases of equipment (as described in 2 CFR 200.439) is waived in accordance with 2 CFR 200.308(c)(4) and 20 CFR Part 683.200, and approval authority is delegated to the Governor for programs funded under sec. 127 or sec. 132 of WIOA or under the Wagner-Peyser Act. Notwithstanding this waiver, the Grantor reserves the right to reimpose the requirement of prior approval by the Grantor, after providing advance notice to the State (Grantee).

## f. Federal Funding Accountability and Transparency Act (FFATA)

### 1. Reporting of first-tier subawards.

- I. *Applicability.* Unless your organization is exempt as provided in paragraph [4.] of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph [5.] of this award term).
- II. *Where and when to report.*
  - I. You must report each obligating action described in paragraph [1.i.] of this award term to <https://www.fsrs.gov>.
  - II. For subaward information, you must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- III. *What to report.* You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

### 2. Reporting Total Compensation of Recipient Executives.

- I. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - I. the total Federal funding authorized to date under this award is \$25,000 or more;
  - II. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- III. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to

the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

- II. *Where and when to report.* You must report executive total compensation described in paragraph [2.a.] of this award term:
  - a. As part of your registration profile at <http://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Subrecipient Executives.
  - I. *Applicability and what to report.* Unless you are exempt as provided in paragraph [4.] of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - I. in the subrecipient's preceding fiscal year, the subrecipient received—
      - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - II. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
  - II. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph [3.a.] of this award term:
    - I. To the recipient.
    - II. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
4. Exemptions  
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - a. Subawards, and
  - b. The total compensation of the five most highly compensated executives of any subrecipient.
5. Definitions.  
For purposes of this award term:
  - a. *Entity* means all of the following, as defined in 2 CFR part 25:
    - I. A Governmental organization, which is a State, local government, or Indian tribe;

- II. A foreign public entity;
  - III. A domestic or foreign nonprofit organization;
  - IV. A domestic or foreign for-profit organization;
  - V. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- b. *Executive* means officers, managing partners, or any other employees in management positions.
- c. *Subaward*:
- I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - II. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330]).
  - III. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. *Subrecipient* means an entity that:
- I. Receives a subaward from you (the recipient) under this award; and
  - II. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- I. *Salary and bonus.*
  - II. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - III. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - V. *Above-market earnings on deferred compensation which is not tax-qualified.*
  - VI. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **g. Intellectual Property Rights**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or

otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

***“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”***

## **h. Pay for Performance Contract Strategies**

Pay for Performance (PFP) contract strategies seek to maximize the likelihood that the Federal government pays only for services that are demonstrably effective, and secures performance results at a lower cost. The Workforce Innovation and Opportunity Act (WIOA) has authorized PFP as a discretionary activity in WIOA Title I Adult, Dislocated Worker, and Youth programs:

WIOA, Public Law No. 113-128, enacted July 22, 2015, available at <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>, Sections 3(47); 116(d)(2)(K), which references 116(b)(2)(A); 116(d)(6)(D); 116(h); 128(b); 133(b); 129(c)(2); 134(a)(3)(A)(xiv), which references 134(d)(1)(A)(iii); 134(c)(3) and 134(c)(3)(G)(ii)(VI) specifically; and 189(g)(2)(D)

A state may request no more than 10 percent of the total local adult and dislocated worker allocations be reserved and used on the implementation of WIOA PFP contract strategies for adult training services described in sec. 134(c)(3) of WIOA. No more than 10 percent of the local youth allocation can be reserved and used on the implementation of WIOA PFP contract strategies for youth training services and other activities described in sec. 129(c)(2) of WIOA. Section 189(g)(2)(D) of WIOA authorizes funds used for WIOA PFP contract strategies are available until expended.

A forthcoming Training and Employment Guidance Letter (TEGL) will provide information and procedural requirements on the implementation of PFP Contract Strategies using the WIOA formula funding streams. After the PFP TEGL is published, this grant will be modified to incorporate the PFP Federal Award Terms, which would become effective when a state has received approval of a grant modification request to implement PFP.

## i. Personally Identifiable Information

Award recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), found at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

## j. Pre-Award

All costs incurred by the award recipient prior to the start date specified in the award issued by the Department are ***incurred at the recipient's own expense***.

## k. Procurement

The Uniform Guidance (2 CFR 200.317) require States (as defined at 2 CFR 200.90) to follow the same procurement policies and procedures it uses for non-Federal funds. The state will comply with 200.322 Procurement of recovered *materials* and ensure that every purchase orders or other contract includes any clauses required by section 200.326 Contract provisions. Award recipients must also follow the requirements regarding the competitive award of One-Stop Operators in the Workforce Innovation and Opportunity Act at WIOA Sec. 121(d) and sec. 123.

## l. Program Income

The "Addition" method as described in 2 CFR 200.307 must be used in allocating any program income generated for this grant award. Award recipients must expend all program income prior to drawing down additional funds as required at 2 CFR 200.305(b) (5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to the ETA. In addition, recipients must report program income on the quarterly financial report using ETA-9130 form.

## m. Publicity

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

## n. Recipient Integrity and Performance Matters

1. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings about which you must report. Submit the information required about each proceeding that:
  - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - b. Reached its final disposition during the most recent 5-year period; and
  - c. Is one of the following:
    - I. A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term
    - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - III. An administrative proceeding, as defined in paragraph 5. of this award term, that resulted in a finding of fault and liability and your payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
    - IV. Any other criminal, civil, or administrative proceeding if:
      - (A) It could have led to an outcome described in paragraph 2.c.I, II, or III of this award term;
      - (B) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
      - (C) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. Reporting procedures. Enter in SAM Entity Management area (formerly CCR), or any successor system, the FAPIS information that SAM requires about each proceeding described in paragraph 2. of this award term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM (formerly CCR) because you were required to do so under Federal procurement contracts that you were awarded.
4. Reporting frequency. During any period of time when you are subject to the requirement in paragraph 1. of this award term, you must report FAPIS information through SAM no less frequently than semiannually following your initial report of any proceedings for the most

recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.

5. **Definitions.** For purposes of this award term:
  - a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  - b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
  - c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —
    - I. Only the Federal share of the funding under any award with a recipient cost share or match; and
    - II. The value of all options, even if not yet exercised.

## **o. Reports**

All ETA recipients are required to submit quarterly financial and narrative progress reports for each grant award.

- a. **Quarterly Financial Reports.** All ETA recipients are required to report quarterly financial data on the ETA-9130 Form. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report must be submitted no later than 90 calendar days after the grant period of performance ends. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference Training and Employment Guidance Letter (TEGL) 02-16 and [https://www.doleta.gov/grants/pdf/ETA-9130\\_Financial\\_Reporting\\_Resources.pdf](https://www.doleta.gov/grants/pdf/ETA-9130_Financial_Reporting_Resources.pdf)

The instructions for accessing both the on-line financial reporting system and the HHS Payment Management System can be found in the transmittal memo accompanying this Notice of Award.

## **p. Requirements for Conference and Conference Space**

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

## q. Subawards

A *subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient comply with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

## r. Supportive Services & Participant Support Costs

When supportive services are expressly authorized by a program statute, regulation, or FOA, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the grant.

## s. System for Award Management

### 1. Requirement for System of Award Management (SAM)

Unless you are exempt from this requirement under 2 CFR 25.110, you as the award recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

### 2. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

- i. Must notify potential subrecipients that no entity (*see* definition in paragraph [3] of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
- ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

### 3. Definitions

For purposes of this award term:

- i. *System of Award Management (SAM)* is the Federal repository where award recipients register to do business with the U.S. government. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
- ii. *Unique entity identifier* means the code that is unique to a registered entity in order to complete its registration on SAM.
- iii. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;

- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

v. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

#### **t. SAM Registration Validation**

ETA advises grant recipients registered in SAM to log into SAM and review their registration information, particularly their financial information and points of contact. Further, the DUN and EIN numbers must remain active until the grant award closeout process is fully completed. See TEN 18-17 for additional guidance.

#### **u. Vendor/Contractor**

The term “contractor”, sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program. (2 CFR 200.23) These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.330. When procuring contractors for goods and services, DOL ETA recipients and subrecipients must follow the procurement requirements 2 CFR 200.319, which calls for free and open competition.

### **9. Program Requirements**

The Training and Employment Guidance Letter (TEGL) No. 16-18 outlines the program requirements for this award.

### **10. 2019 Federal Appropriations Requirements**

**Departments of Labor, Health and Human Services, Education, and Related Agencies Appropriatons Act, 2019 (P.L. 115-245)**

#### **a. Fair Labor Standards Act Amendment for Major Disasters**

The Fair Labor Standards Act of 1938 (“FLSA”) will apply as if the following language was added to section 7 (the “Maximum Hours Worked” section). This language specifically relates to occurrences of a major disaster (as declared or designated by the State or Federal government) and are applied for a period of two years afterwards. The language is as follows:

“(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—

“(A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;

“(B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and

“(C) whose duties include any of the following:

“(i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;

“(ii) inspecting property damage or reviewing factual information to prepare damage estimates;

“(iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;

“(iv) negotiating settlements; or

“(v) making recommendations regarding litigation.

“(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

“(3) For purposes of this subsection—

“(A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by any State or Federal agency or department;

“(B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and

“(C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25 percent or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”.

## **b. Health Benefits Coverage for Contraceptives**

Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care’s HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals’ religious

beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

**c. Privacy Act**

No funds can be used in contravention of the 5 USC 552a (Privacy Act) or regulations implementing the Privacy Act.

**d. Prohibition on Contracting with Corporations with Felony Criminal Convictions**

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**f. Prohibition on Procuring Goods Obtained Through Child Labor**

No funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>.

**g. Prohibition on Providing Federal Funds to ACORN**

These funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

**h. Reporting of Waste, Fraud and Abuse**

No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

### **i. Requirement for Blocking Pornography**

No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

### **j. Requirement to Provide Certain Information in Public Communications**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR part 200 and, when appropriate, both must be complied with.

### **k. Restriction on Health Benefits Coverage for Abortions**

Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

### **l. Restriction on Lobbying/Advocacy**

No federal funds may be used by a grant recipient, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities (including publicity or propaganda purposes or for the preparation of any publication or electronic communication) designed to support or defeat the enactment of federal, state, or local legislation, regulation, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

### **m. Restriction on the Promotion of Drug Legalization**

No Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-

congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

#### **n. Restriction on Purchase of Sterile Needles or Syringes**

No Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

#### **o. Salary and Bonus Limitations**

Recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/executive-senior-level> ). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262)

### **11. Public Policy**

#### **a. Architectural Barriers**

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

#### **b. Drug-Free Workplace**

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

#### **c. Executive Orders**

**12928:** Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

**13043:** Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**13166:** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

**13513:** Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

**13788:** Pursuant to Executive Order 13788, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.

For the purposes of this award, the Buy American Act requires the recipient to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is equal to or less than the micro-purchase threshold (currently \$10,000). In order to claim an exception to these requirements under 1 or 2 above, the recipient must get prior approval from the Grant Officer. Prior approval is not needed for purchases under the micro-purchase threshold.

#### d. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

#### e. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

#### f. Prohibition on Trafficking in Persons

##### 1. Trafficking in persons.

###### a. *Provisions applicable to a recipient that is a private entity.*

I. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- I. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - (A). Associated with performance under this award; or
  - (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

- I. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- II. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - (A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - (B). Is in addition to all other remedies for noncompliance that are available to us under this award.
- III. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

- I. “Employee” means either:
  - (A). An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - (B). Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- II. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- III. “Private entity”:
  - (A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - (B). Includes:
    - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - ii. A for-profit organization.
- IV. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## **g. Veterans' Priority Provisions**

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with the DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816).

## **12. Attachments**

**Attachment A: SF-424**

## **Attachment A: SF-424**

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="05/02/2019"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
<b>State Use Only:</b>		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: <input type="text" value="State of Arizona Economic Security"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="86-6004791"/>	* c. Organizational DUNS: <input type="text" value="1367304340000"/>	
<b>d. Address:</b>		
* Street1: <input type="text" value="1789 W Jefferson St"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Phoenix"/>	County/Parish: <input type="text" value="Maricopa"/>	
* State: <input type="text" value="AZ: Arizona"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="85007-0000"/>	
<b>e. Organizational Unit:</b>		
Department Name: <input type="text" value="Economic Security"/>	Division Name: <input type="text" value="Employment and Rehabilitation"/>	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: <input type="text" value="Ms ."/>	* First Name: <input type="text" value="Maha"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Madhanakumar"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="WIOA Finance Manager"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="602-542-2474"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="Mmadhanakumar@azdes.gov"/>		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Employment and Training Administration

**11. Catalog of Federal Domestic Assistance Number:**

17.259

CFDA Title:

WIOA Youth Activities

**\* 12. Funding Opportunity Number:**

ETA-TEGL-16-18-YOUTH

\* Title:

Workforce Innovation and Opportunity Act (WIOA) Youth Activities Program Allotments for Program Year (PY) 2019

**13. Competition Identification Number:**

ETA-TEGL-16-18-YOUTH

Title:

Workforce Innovation and Opportunity Act (WIOA) Youth Activities Program Allotments for Program Year (PY) 2019

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

WIOA Title I Youth State Allotment

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="25,610,047.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="25,610,047.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019  
Bar Liquor License 9 Acre Travel Complex. Series 6

**Department:** Board of Supervisors

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

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

**NAME** Arlethe R. **TITLE** Clerk of the Board  
**of PRESENTER:** Morrison **of PRESENTER:**

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

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve a Location/Owner Transfer Liquor License application for a Series #6 (Bar) license submitted by Ms. Andrea Dahlman Lewkowitz for 9 Acre Travel Complex, located at 2500 W. Business I-10, San Simon, AZ 85632.

**Background:**

Ms. Lewkowitz has applied for a series #6 Bar liquor license for 9 Acre Travel Complex, located at 2500 W. Business I-10, San Simon, Arizona, 85632. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are not current. The Development Services Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Health and Social Services Department is currently working with the property owner on health-related issues with the subject property.

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

**Department's Next Steps (if approved):**

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

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

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

**Budget Information**

*Information about available funds*

**Budgeted:**   
**Unbudgeted:**

**Funds Available:**   
**Funds NOT Available:**

**Amount Available:**  
**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Application

Department Review Forms

Affidavit of Posting

---

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 06/18/2019 @ 01:55:38 PM

Local Governing Body Report

**LICENSE**

Number:	06020080	Type:	006 BAR
Name:	9 ACRE TRAVEL COMPLEX		
State:	Pending		
Issue Date:		Expiration Date:	06/30/2019
Original Issue Date:	02/20/1934		
Location:	2500 W BUSINESS I-10 SAN SIMON, AZ 85632 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(520)560-1010		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLAW.COM		

Currently, this license has pending applications.

**AGENT**

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

**OWNER**

Name: SAL AZ PROPERTIES LLC  
Contact Name: ANDREA DAHLMAN LEWKOWITZ  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: L19877426 State of Incorporation: AZ  
Incorporation Date: 03/03/2015  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**Officers / Stockholders**

Name:	Title:	% Interest:
JUNAIB AHMED RIZVI	MEMBER	100.00

**SAL AZ PROPERTIES LLC - MEMBER**

Name: JUNAIB AHMED RIZVI  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (520)484-3161  
Alt. Phone:  
Email: JARIZVI@HOTMAIL.COM

**APPLICATION INFORMATION**

Application Number: 67836  
Application Type: Location / Owner Transfer  
Created Date: 06/18/2019

**QUESTIONS & ANSWERS**

**006 Bar**

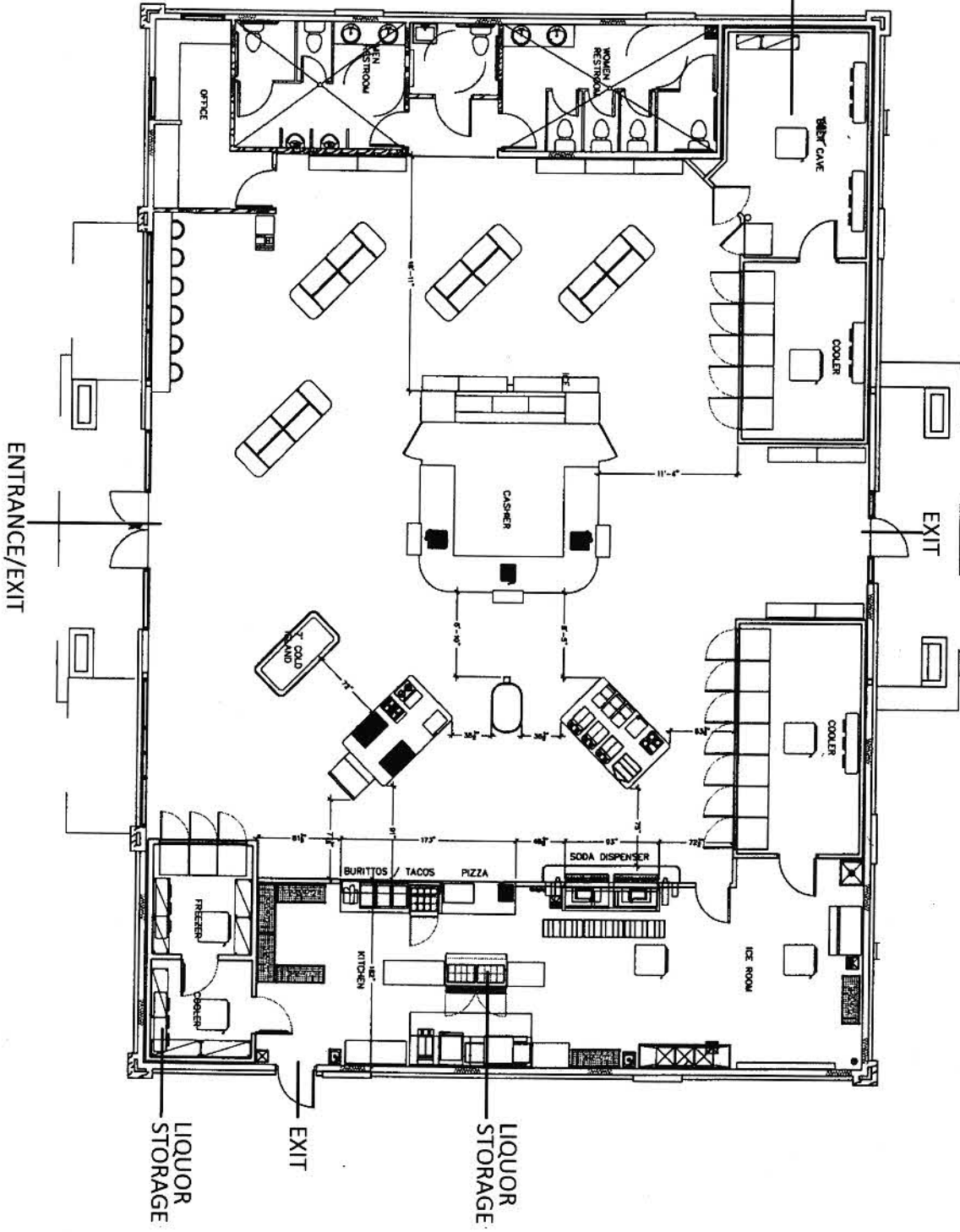
- 1) If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?  
No
- 4) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.  
Yes
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?  
No
- 6) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?  
Yes  
If Yes, what City, Town or Tribal Reservation is this Business located in?  
COCHISE COUNTY

- 15) Please provide name, address, and Distance of nearest school.  
SAN SIMON SCHOOL (K-12)- 1.3 MILES  
2226I-10BL SAN SIMON, AZ 85632
- 16) Please provide name, address, and distance of nearest church.  
BOWIE FIRST BAPTIST CHURCH- 14 MILES  
412 S CENTRAL AVE BOWIE, AZ 85605
- 17) Are you a tenant? (A person who holds the lease of a property; a lessee)  
No
- 18) Is there a penalty if lease is not fulfilled?  
No
- 19) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)  
No
- 20) Are you the owner?  
Yes
- 21) Are you a purchaser?  
No
- 22) Are you a management company?  
No
- 23) What is the total money borrowed for the business not including the lease?  
Please list lenders/people owed money for the business.  
0
- 24) Is there a drive through window on the premises?  
No
- 25) Have you provided a diagram of your premises?  
Yes
- 26) If there is a patio please indicate contiguous or non-contiguous within 30 feet.  
NONE
- 27) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No
- 34) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)  
\$10.00

19 JUN 18 11:14 AM '14

9 ACRE TRAVEL COMPLEX  
2500 W BUSINESS I-10  
SAN SIMON, AZ 85632

5000 SF



19 JUN 18 11:47 AM 2:15



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

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

The fees allowed by R19-1-102 will be charged for all dishonored checks.

To Current 10/13/17

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 06020080 / # 67836

1. Check the Appropriate Box

Form with checkboxes: Controlling Person, Agent (checked), Premises Manager (complete all questions except #12)

2. Name: LEWKOWITZ ANDREA DAHLMAN Birth Date: (NOT a public record)

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

4. Place of birth: MANKATO MN USA Height: 5' 8" Weight: 140 Eyes: HZL Hair: BLN

5. Name of current/most recent spouse: LEWKOWITZ HAROLD JEROME Birth Date: (NOT a public record)

6. Are you a bona fide resident of Arizona? [X] Yes [ ] No If yes, what is your date of residency:

7. Daytime telephone number: (602) 200-7222 E-mail address: andrea@lewklaw.com

8. Business Name: 9 ACRE TRAVEL COMPLEX Business Phone: 520 / 560 / 1010

9. Business Location Address: 2500 W BUSINESS I-10 SAN SIMON AZ COCHISE 85632

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

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
02/1999	CURRENT	5745 N 25th STREET, PHOENIX, AZ 85016

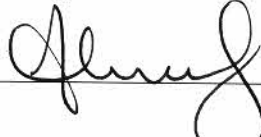
(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

**NOTARY**

I (Print Full Name) ANDREA DAHLMAN LEWKOWITZ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

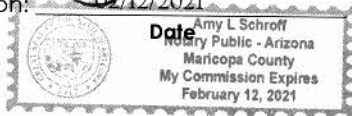
Signature: 

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

My Commission Expires on: 02/12/2021

10 Day of JUNE, 2019  
Day Month Year



  
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

19 JUN 18 Lic. Lic. PM 2 15



2600 North Central Avenue  
Suite 1775  
Phoenix, Arizona 85004  
602.200.7222  
602.200.7234  
www.lewkowitzlaw.com

Andrea D. Lewkowitz  
H.J. Lewkowitz

June 11, 2019

Jennifer Benson, Licensing Manager  
Department of Liquor Licensing & Control  
800 West Washington Street, 5th Floor  
Phoenix, Arizona 85007

Re: Alien Status Form and Passport

Dear Ms. Benson:

My completed Alien Status form and a copy of my passport are on file at the Arizona Department of Liquor Licenses and Control.

If you require more information from me, please call. Thank you!

Sincerely,

A handwritten signature in black ink that reads 'Andrea D. Lewkowitz'.

Andrea D. Lewkowitz

ADL/als



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

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

The fees allowed by R19-1-102 will be charged for all dishonored checks.

*Sp Licent 3/16/18*

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 06020080 / # 67836

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person <input type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
---	--

2. Name: RIZVI JUNAIB AHMED Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

3. Social Security #: \_\_\_\_\_ Driver License #: \_\_\_\_\_ State: AZ

4. Place of birth: KARACHI PAKISTAN Height: 5' 3" Weight: 165 Eyes: BLK Hair: BLK  
City State COUNTRY (not county)

5. Name of current/most recent spouse: JUNAIB SHAZIA TABASSUM Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona?  Yes  No If yes, what is your date of residency: 1/2015 C.A.

7. Daytime telephone number: (503) 484-3161 E-mail address: jarizi@hotmail.com

8. Business Name: 9 ACRE TRAVEL COMPLEX Business Phone: 520 / 560 / 1010

9. Business Location Address: 2500 W BUSINESS I-10 SAN SIMON AZ COCHISE 85632  
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
03/2016	CURRENT	OWNER	SAL MARKETS, LLC, 1201 E MISSOURI AVE, PHOENIX, AZ 85014
08/2015	CURRENT	OWNER	SAL RESTAURANT LLC, 3550 E BELL RD, PHOENIX, AZ 85032
08/2014	08/2017	OWNER / FUEL STATION	SAL CORP, 1544 NE FAIRGROUDS RD BREMERTON, WA 98311
03/2010	04/2016	OWNER / FUEL STATION	GLOBAL BUSINESS MANAGEMENT 4, LLC 9525 14th AVE S., SEATTLE, WA 98108

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
05/2016	CURRENT	1817 E GWEN ST, PHOENIX, AZ 85042
08/2015	05/2016	6261 W CORONA DR, CHANDLER, AZ 85226
04/2012	08/2015	9709 S 203rd ST, KEN, WA 98031

(ATTACH ADDITIONAL SHEET IF NECESSARY)


12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.**

**CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

**NOTARY**

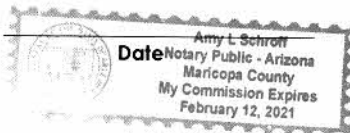
I (Print Full Name) JUNAIB AHMED RIZVI hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: 

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

My Commission Expires on:



30 Day of August, 2018  
Day Month Year

  
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

18 NOV 8 Liq. Lic. #11153

Certificate #336299

**COPY**

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

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

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed on the back of this Certificate. Licensees sometimes receive BASIC Title 4 training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

**Student Information**

Junaid Rizvi

Full Name (please print)

*[Signature]*

Signature

05-03-2018

Training Completion Date

05-03-2018

Certificate Issuance Date

**Training Provider Information**

**Professional Service Corporation (PSCC)**

Company Name

P.O. Box 182, Madison, South Dakota 57042

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

Robert Graham

Instructor Name (please print)

certify that the above named individual did successfully complete

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

*[Signature]*

Instructor Signature

04 / 05 / 2018

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owners actively involved in the daily business operations of a liquor-licensed business of a series listed below

2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

Bar (series 6) Beer & Wine Bar (series 7)  
 Private Club (series 14) Hotel/Motel/Restaurant (series 11)  
 Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

18 NOV 8 Liq. Lic. #11153

18 NOV 8 Lic. Lic. #11153

max states  
06-11-1913

Certificate #336299

**COPY**

18 NOV 31 Lic. Lic. #11153

Certificate of Completion  
For

Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state approved training provider and, when issued, the Certificate is signed by the course participant.  
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.  
A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Junalb Rizvi

Full Name (please print)

05-04-2018

Training Completion Date

05-03-2021

Certificate Expiration Date  
(Three years from completion date)

Training Provider Information

**Professional Server Certification Corporation (PSCC)**

Company Name

P.O. Box 192, Madison, South Dakota 57042

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete  
Instructor Name (please print)  
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code  
(A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor  
Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of  
State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

04 / 05 / 2018

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a status listed below  
2) licensee, agent and manager actively involved in the daily business operations of a liquor-licensed business of a status listed below

In state Microbrewery (series 3)  
Conveyance (series 8)  
Restaurant (series 12)

Government (series 5)  
Liquor Store (series 9)  
Instate Farm Winery (series 13)

Bar (series 6)  
Private Club (series 14)

Beer & Wine Bar (series 7)  
Hotel/Motel/restaurant (series 11)  
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

18 NOV 7 Lic. Lic. #11153

19 JUN 18 10:47 Lic. PM 214

# Bill of Sale

IN CONSIDERATION OF THE SUM OF:

\*\*\*TEN DOLLARS AND NO CENTS\*\*\*lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

G.D.O.C., LLC, an Arizona Limited Liability Company, hereby grants, bargains, sells and transfers unto the BUYER:

SAL AZ Properties LLC, an Arizona Limited Liability Company, and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:


That certain State of Arizona Liquor License #06020080

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: May 23<sup>rd</sup>, 2019

G.D.O.C., LLC, an Arizona Limited Liability Company

By: Venetian Investment Services LLLP, an Arizona Limited Liability Limited Partnership, Member  
By: Encore Management Services Corporation, an Arizona Corporation, General Partner

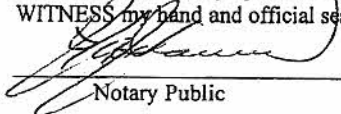
  
Ernesto Sanchez, Jr., Member

Michael Thomas Johnson, President

State of ARIZONA } ss:  
County of Pima

On May 23<sup>rd</sup>, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ernesto Sanchez, Jr., Member and ~~Michael Thomas Johnson, President~~ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public



BILSCASH

19 JUN 18 Lic. Lic. PM 2:14

# Bill of Sale

IN CONSIDERATION OF THE SUM OF:

\*\*\*TEN DOLLARS AND NO CENTS\*\*\*lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

G.D.O.C., LLC, an Arizona Limited Liability Company, hereby grants, bargains, sells and transfers unto the BUYER:

SAL AZ Properties LLC, an Arizona Limited Liability Company, and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License #06020080

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: May 24, 2019

G.D.O.C., LLC, an Arizona Limited Liability Company

By: Venetian Investment Services LLLP, an Arizona Limited Liability Limited Parntership, Member

By: Encore Management Services Corporation, an Arizona Corporation, General Partner

Ernesto Sanchez, Jr., Member

Michael Thomas Johnson, President

State of ARIZONA } ss:  
County of \_\_\_\_\_

On May \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ernesto Sanchez, Jr., Member and Michael Thomas Johnson, President personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Notary Public

# BAR

## License 06020080

Issue Date: 5/14/2018

Expiration Date: 6/30/2019

Issued To:

KEVIN ARNOLD KRAMBER, Agent  
GDOC LLC, Owner

Location:

DUSK TILL DAWN  
830 ARIZONA STREET  
HUACHUCA CITY, AZ 85616  
USA



Mailing Address:

KEVIN ARNOLD KRAMBER  
GDOC LLC  
DUSK TILL DAWN  
536 E WAGON BLUFF DRIVE  
TUCSON, AZ 85704  
USA

19 JUN 18 14:14 PM 2014

# EXP 6/30/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



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

### For internal use only:

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

## APPLICANT INFORMATION

Applicant Name: Andrea Dahlman Lewkowitz Address: 2500 W. Business I-10  
Business Name: 9 Acre Travel Complex City/Zip: San Simon 85632  
Liquor License #: Job # 67836 Parcel #: 303-05-001E  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

Comments: Proposed area not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	--	--------------------------------------

## OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y  N  Zoning: GB (General Business)  
Use permitted by P&Z? Y  N  Permit#: 2016-00001097  
Date Permit Issued: 01/05/2017 Use Permitted: Convenience Store and Gas Station  
If use not permitted, is it LNC? Y  N  Year LNC Established: N/A

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

Name: Dora V Amaya Title: Zoning Administrator  
Signature: Dora V Amaya Date: July 9, 2019  
Contact phone: 520.803.3960 Email: [damaya@cochise.az.gov](mailto:damaya@cochise.az.gov)

Return completed form with any attachments by: 7/5/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Andrea Dahlman Lewkowitz Address: 2500 W. Business I-10  
Business Name: 9 Acre Travel Complex City/Zip: San Simon 85632  
Liquor License #: Job # 67836 Parcel #: 303-05-001E  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

Yes      xxx  No

If not, please attach pertinent documentation.

Comments:

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1  
Signature: KATHLEEN WILSON Date: 06/20/2019  
Contact phone: 520-432-8404 Email: KWILSON@cochise.az.gov

*Return completed form with any attachments by:* 7/5/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Andrea Dahlman Lewkowitz Address: 2500 W. Business I-10  
Business Name: 9 Acre Travel Complex City/Zip: San Simon 85632  
Liquor License #: Job # 67836 Parcel #: 303-05-001E  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

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

If so, please attach pertinent documentation.

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

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

Approval

Disapproval

No Recommendation

Name: Rich Morales

Title: Lieutenant

Signature: 

Date: 06/20/19

Contact phone: (520)353-5087

Email: RDMorales@cochise.az.gov

Return completed form with any attachments by:

7/5/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Andrea Dahlman Lewkowitz Address: 2500 W. Business I-10  
Business Name: 9 Acre Travel Complex City/Zip: San Simon 85632  
Liquor License #: Job # 67836 Parcel #: 303-05-001E  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

## OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

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

The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: Interim Env Health Director  
Signature:  Date: 6/20/19  
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 7/5/2019



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

**AFFIDAVIT OF POSTING**

Date of Posting: 7-9-19 Date of Posting Removal: 7-30-19

Applicant's Name: LewKowitz Andrea Dahlman  
Last First Middle

Business Address: 2500 W. BUSINESS I-10 San Simon 85632  
Street City Zip

Job# 67836  
 License #: \_\_\_\_\_

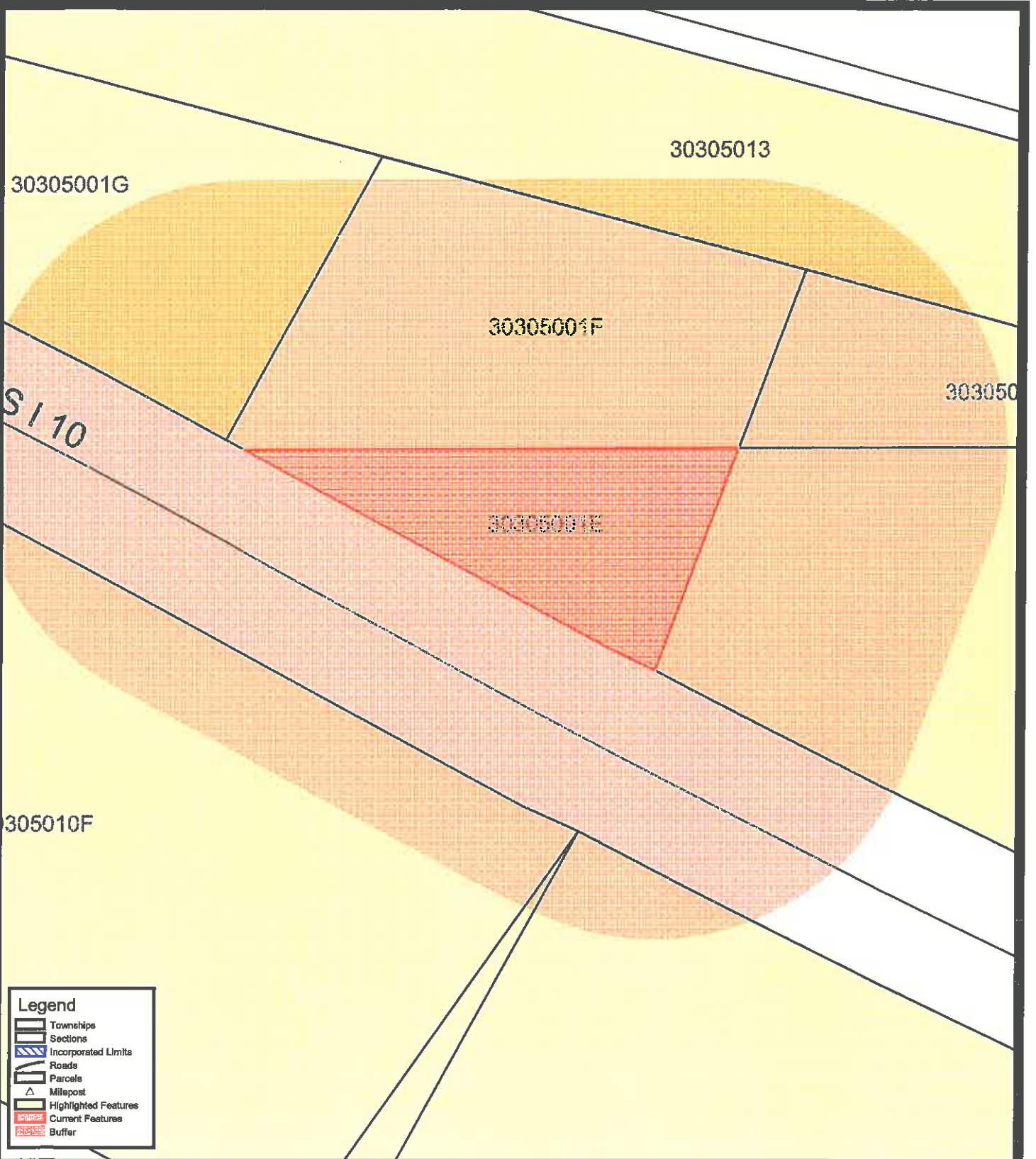
I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Charles Cooper Code Compliance officer 255-1065  
Print Name of City/County Official Title Phone Number

Charles Cooper 8-1-19  
Signature Date Signed

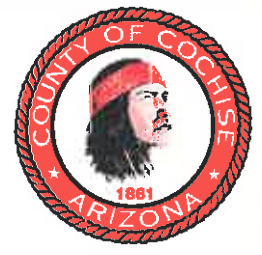
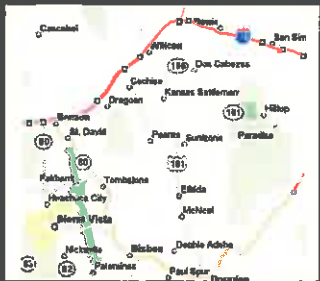
Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.





**Legend**

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



9 acre travel complex

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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019  
Portal Store- Series 10 (Beer & Wine Store) Liquor License

**Department:** Board of Supervisors  
**Presentation:** No A/V **Recommendation:** Approve  
Presentation

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

**NAME** Arlethe R. **TITLE** Clerk of the Board  
**of PRESENTER:** Morrison **of PRESENTER:**

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

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Mr. Mitchell Ryan Webster, for Portal Store, located at 2358 S. Rock House Road, Portal, AZ 85632.

**Background:**

Mr. Mitchell Ryan Webster has applied for a (Beer & Wine Store), located at 2358 S. Rock House Road, Portal, AZ 856032. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question have been paid in full for the 2017 tax year. The Development Services Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Health Department is currently working with the property owner on health-related issues with the subject property.

Mr. Mitchell Ryan Webster has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

**Department's Next Steps (if approved):**

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

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

Send email to ADLLC with the Local Governing Board Recommendation form and posting documents.  
Send a copy of letter to applicant.

---

**Budget Information**

*Information about available funds*

**Budgeted:**   
**Unbudgeted:**

**Funds Available:**   
**Funds NOT Available:**

**Amount Available:**  
**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Application

Department Review Forms

Affidavit of Posting for Job # 66123

---

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 06/19/2019 @ 10:43:18 AM

Local Governing Body Report

**LICENSE**

Number:		Type:	010 BEER AND WINE STORE
Name:	PORTAL STORE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	2358 S ROCK HOUSE ROAD PORTAL, AZ 85632 USA		
Mailing Address:	PO BOX 16282 PORTAL, AZ 85632 USA		
Phone:	(520)558-2223		
Alt. Phone:	(520)820-1994		
Email:	PORTALLODGE@GMAIL.COM		

**AGENT**

Name:	MITCHELL RYAN WEBSTER		
Gender:	Male		
Correspondence Address:	PO BOX 16282 PORTAL, AZ 85632 USA		
Phone:	(520)820-1994		
Alt. Phone:			
Email:	PORTALLODGE@GMAIL.COM		

**OWNER**

Name:	WEBSTER ENDEAVORS LLC		
Contact Name:	MITCHELL WEBSTER		
Type:	CORPORATION		
AZ CC File Number:	L-1077214-5	State of Incorporation:	AZ
Incorporation Date:			
Correspondence Address:	PO BOX 16282 PORTAL, AZ 85632 USA		
Phone:	(520)820-1994		
Alt. Phone:			
Email:	PORTALLODGE@GMAIL.COM		

**Officers / Stockholders**

Name:	Title:	% Interest:
MITCHELL AND YOLANDA WEBSTER TRUST	MEMBER	80.00
SUSAN ANN BURKHART & LISA LOUISE FUSCO JTRS	MEMBER	20.00

**SUSAN ANN BURKHART & LISA LOUISE FUSCO  
JTRS - JOINT TENANT**

Name: SUSAN ANN BURKHART  
Gender: Female  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (413)896-0680  
Alt. Phone:  
Email: SUEBURKHART@GMAIL.COM

**WEBSTER ENDEAVORS LLC - MEMBER**

Name: MITCHELL AND YOLANDA WEBSTER TRUST  
Contact Name: MITCHELL RYAN WEBSTER  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (520)820-1994  
Alt. Phone:  
Email: PORTALLODGE@GMAIL.COM

**MITCHELL AND YOLANDA WEBSTER TRUST -  
TrUSTEE**

Name: MITCHELL RYAN WEBSTER  
Gender: Male  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (520)820-1994  
Alt. Phone:  
Email: PORTALLODGE@GMAIL.COM

## WEBSTER ENDEAVORS LLC - MEMBER

Name: SUSAN ANN BURKHART & LISA LOUISE FUSCO JTRS  
Contact Name: MITCHELL RYAN WEBSTER  
Type: JTWROS  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (520)820-1994  
Alt. Phone:  
Email: PORTALLODGE@GMAIL.COM

## SUSAN ANN BURKHART & LISA LOUISE FUSCO JTRS - JOINT TENANT

Name: LISA LOUISE FUSCO  
Gender: Female  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (413)218-7823  
Alt. Phone:  
Email: LLFUSCO@COMCAST.NET

### APPLICATION INFORMATION

Application Number: 66123  
Application Type: New Application  
Created Date: ~~05/31/2019~~ 6-19-19 AP

### QUESTIONS & ANSWERS

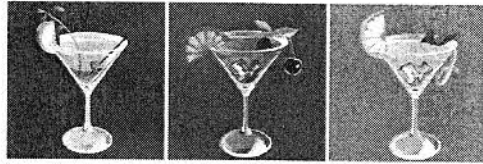
#### 010 Beer and Wine Store

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?  
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.  
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.  
Yes
- 3) Please provide name, address, and Distance of nearest school.  
Portal Elementary School  
2368 S. Cathedral Rock Rd., Portal, AZ 85632  
644 feet
- 4) Please provide name, address, and distance of nearest church.  
First Baptist Church  
Hwy 9, Animas, NM 88020  
8.07 miles

- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)  
No
- 6) Is there a penalty if lease is not fulfilled?  
No
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)  
No
- 8) Are you the owner?  
Yes
- 9) Are you a purchaser?  
No
- 10) Are you a management company?  
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?  
No  
If no, in what City, Town, County or Tribal/Indian Community is this business located?  
Cochise County
- 12) What is the total money borrowed for the business not including the lease?  
Please list lenders/people owed money for the business.  
\$140,000.00  
Peter & Francis Grill  
837 Noland Rd., Portal, AZ 85632
- 13) Have you provided a diagram of your premises?  
Yes
- 14) Is there a drive through window on the premises?  
Yes
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.  
No
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No

## DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Burkhart Q.pdf	05/31/2019
DIAGRAM/FLOOR PLAN	Flow Chart.pdf	05/31/2019
QUESTIONNAIRE	Fusco Q.pdf	05/31/2019
DIAGRAM/FLOOR PLAN	Series 10 app cover letter.pdf	05/31/2019
DIAGRAM/FLOOR PLAN	Store floor plan.pdf	05/31/2019
QUESTIONNAIRE	Webster Q ASF DL.pdf	05/31/2019
ALIEN STATUS	Webster Q ASF DL.pdf	05/31/2019



# DBL K LIQUOR CONSULTING

May 31, 2019

Arizona Department of Liquor Licenses and Control  
800 West Washington  
5<sup>th</sup> Floor  
Phoenix, Arizona 85007

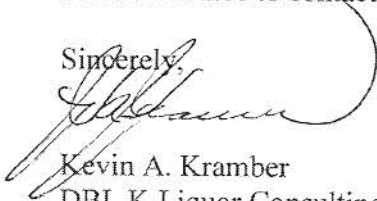
Re: "Portal Store", 2358 South Rock House Road, Portal, Arizona 85632  
Cochise County Series 10 Application

To Whom It May Concern:

This letter is to inform the Department of my client's submission of a Series 10, Off Sale Beer & Wine, liquor license. My client currently possess and are operating the aforementioned business under Arizona Cochise County Liquor License 07020014. It is my client's intention to go through the Series 10 licensing process and pay the Department its final fees when due and finally approved. Once the application for the Series 10 license is approved for the Store we will immediately place the Series 7 on "Inactive" status and market for sale.

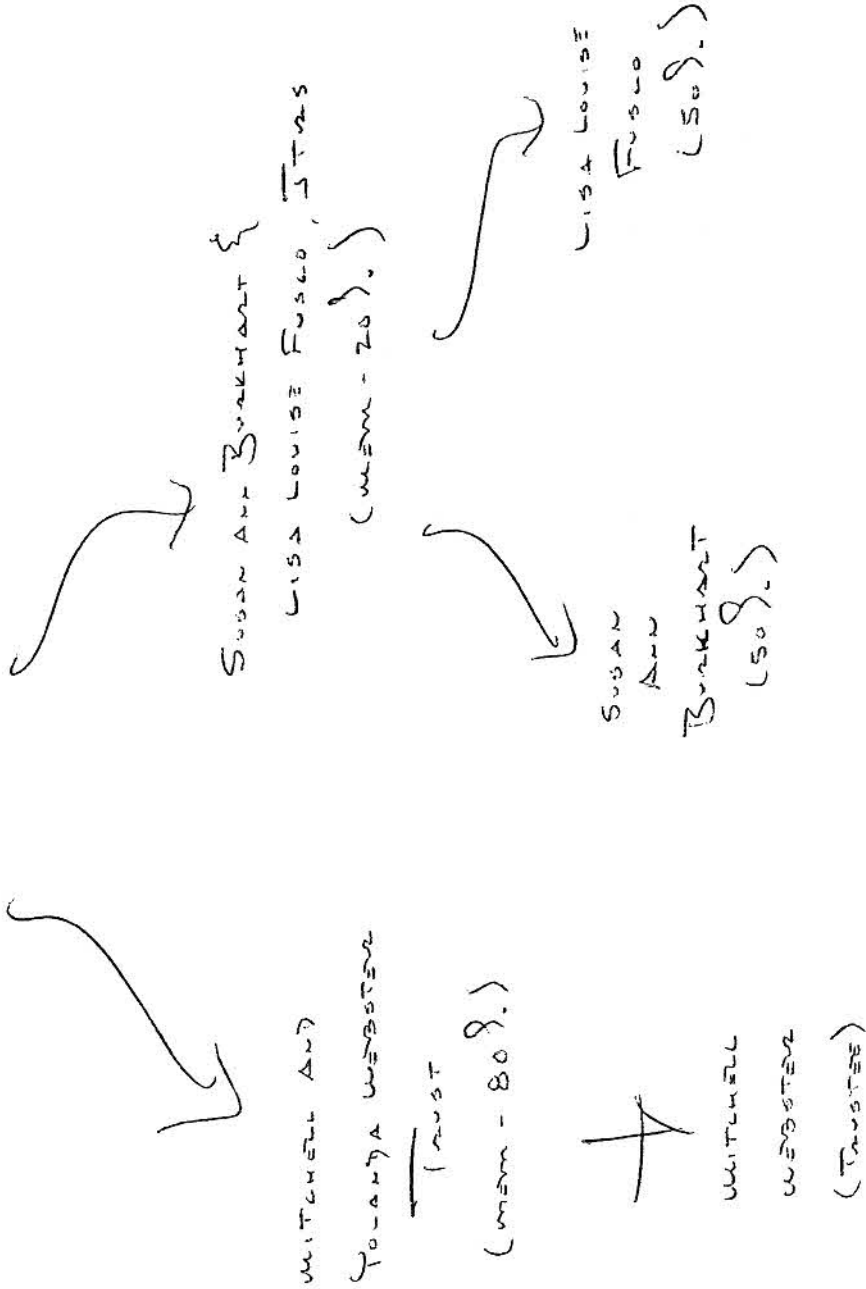
Please feel free to contact me with any additional questions or comments that may arise.

Sincerely,

  
Kevin A. Kramber  
DBL K Liquor Consulting, LLC

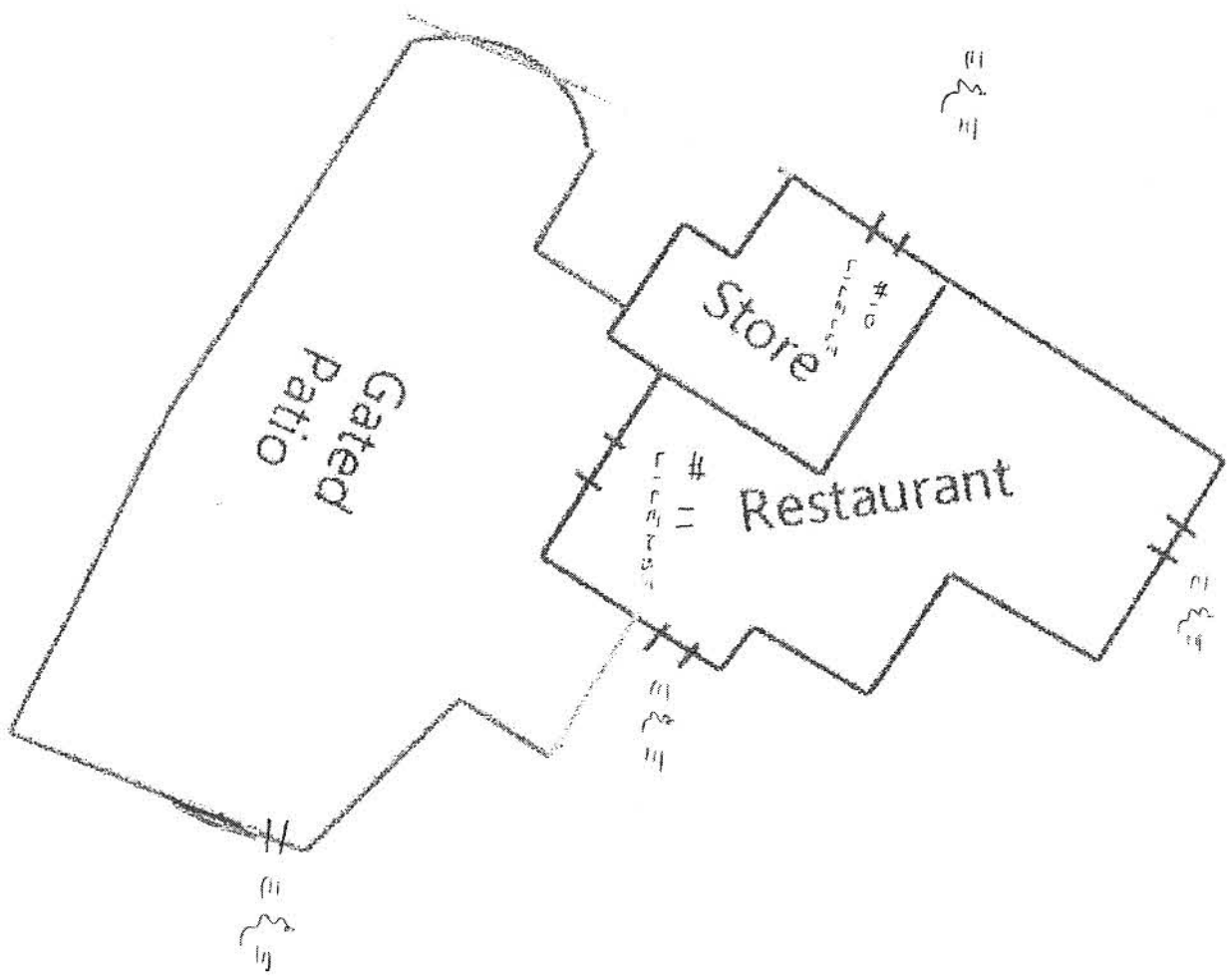
19 JUN 19 09P. LIC. RM1045

WEBSTER FAVORABLES, LLC



19 JUN 19 11:47. LC RM1046

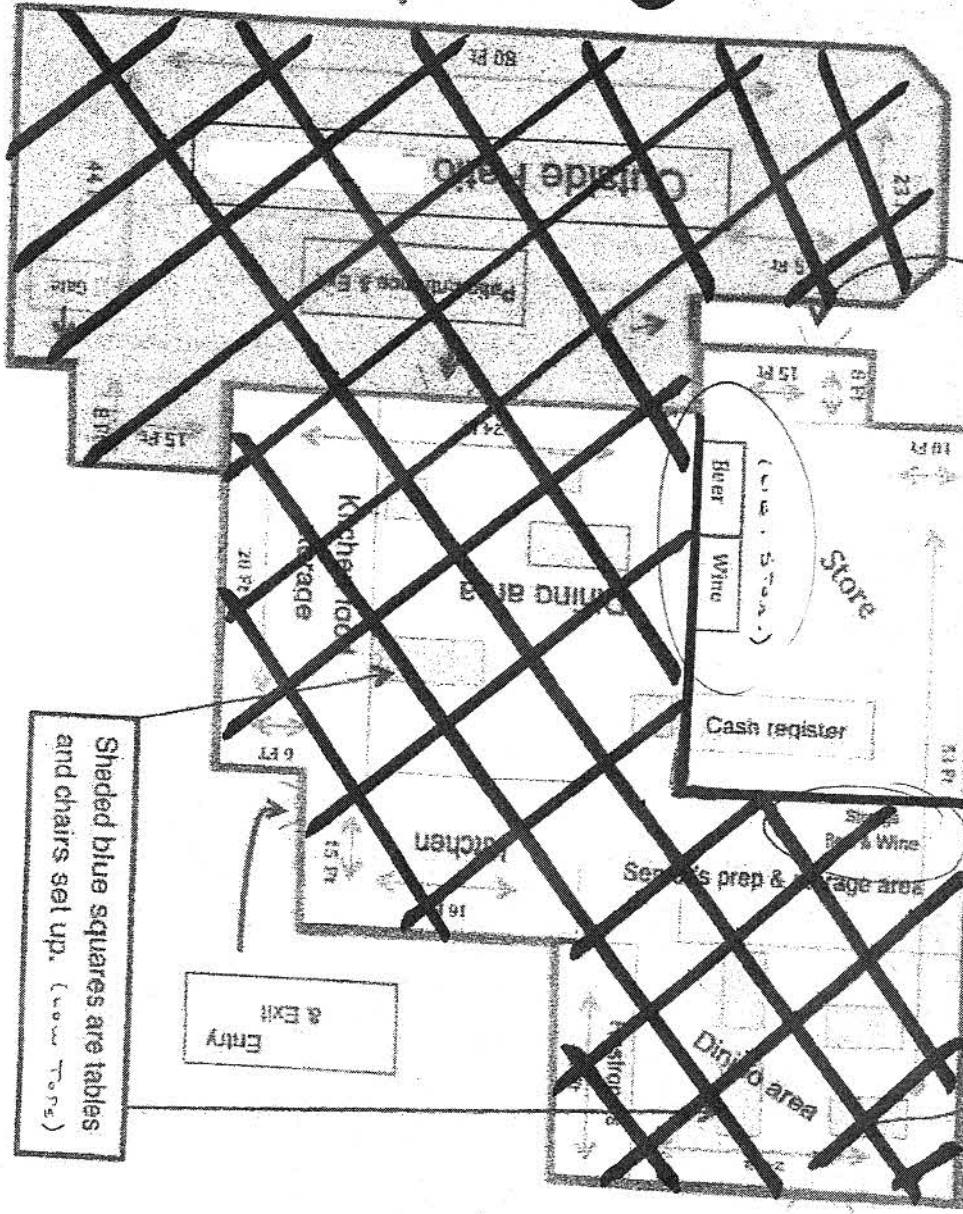
ENTIRE PROPERTY FLOOR PLAN





EXCLUDED  
#11 HOTEL/WATER  
PATTERN IS

Patio is enclosed  
with 3 1/2 foot fencing  
shown on diagram.



Shaded blue squares are tables  
and chairs set up. (Low Tops)

Employee &  
Receiving Only

Entrance & Exit

3 EXIT

Approx. 675 SQ. FT

LIQUOR  
STORAGE



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

19 JUN 19 14P. CC. RM1046

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

The fees allowed by R19-1-102 will be charged for all dishonored checks.

804-749

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 606123

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input checked="" type="checkbox"/> Agent
<input type="checkbox"/> Premises Manager (complete all questions except #12)	

2. Name: Webster Mitchell Ryan Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

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

4. Place of birth: Phoenix AZ USA Height: 5'09" Weight: 165 Eyes: Bro Hair: Bro  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Webster Yolonda Michelle Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona?  Yes  No If yes, what is your date of residency: 1975

7. Daytime telephone number: 520.820.1994 E-mail address: portallodge@gmail.com

8. Business Name: PORTAL STORE Business Phone: 520,558,2223

9. Business Location Address: 2358 S. Rock House Rd. Portal AZ Cochise 85632  
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
11/2003	CURRENT	Owner/Co-Owner	Portal Store, 2358 S. Rock House Rd., Portal, AZ 85632

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/2003	CURRENT	2354 S. Rock House Rd., Portal, AZ 85632

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

**NOTARY**

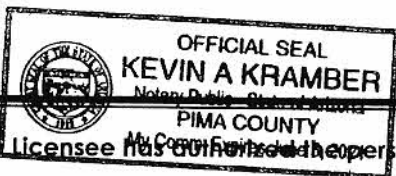
I (Print Full Name) Mitchell Ryan Webster hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

Signature: [Handwritten Signature]

State of Arizona County of Pima

My Commission Expires on: 06/05/2021  
Date

The foregoing instrument was acknowledged before me this  
29<sup>TH</sup> Day of MAY 2019  
Day Month Year



[Handwritten Signature]  
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



State of Arizona  
Department of Liquor Licenses and Control  
800 W. Washington 5<sup>th</sup> Floor  
Phoenix, AZ 85007  
(602) 542-5141

**ARIZONA STATEMENT OF CITIZENSHIP  
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

**Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.**

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

**SECTION I – APPLICANT INFORMATION**

INDIVIDUAL OWNER/AGENT NAME (Print or type) MITCHELL RYAN WEBSTER

**SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION**

Are you a citizen or national of the United States?  Yes  No

If Yes, indicate place of birth:

City Phoenix State (or equivalent) AZ Country or Territory USA

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

2) Name of document: AZ. Drivers License  
Go to Section IV.

If you answered No, you must complete Section III and IV.

### SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

\_\_\_\_\_  
Name of document provided

#### **Qualified Alien Status** (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

#### **Nonimmigrant Status** (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

#### **Alien Paroled into the United States for Less Than One Year** (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA.

#### **Other Persons** (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- 13. A foreign national not physically present in the United States.

#### **Otherwise Lawfully Present**

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

**PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).**

**SECTION IV - DECLARATION**

**All applicants must complete this section.**

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Mitchell Stan Webster  
Individual Owner/Agent Printed Name

[Signature]  
Individual Owner/Agent Signature

08/29/18  
Today's Date

**EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS**

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

**Evidence showing authorized presence in the United State includes the following:**

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. \*\*\*Passport must be signed\*\*\*
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

The reason my drivers license address is different then my physical address is we do not receive mail delivery to my physical address it is delivered to my P. O. Box which is located approximately 500 feet west of my physical address.

Mitchell R Webster

A handwritten signature in black ink, appearing to read 'M Webster', written in a cursive style.

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION



9 CLASS D  
9b END NONE 4d DLN  
12 REST NONE 3 DOB

1 WEBSTER  
2 MITCHELL RYAN  
6 PO BOX 16282  
PORTAL, AZ 85632-1282



4b EXP 02/28/2040 4a ISS 11/14/2016

15 SEX M 14 EYES BRO  
16 HGT 5'-09" 13 HAIR BRO  
17 WGT 170 lb

*Mitchell*



**CLASS:**

**ENDORSEMENTS:**

None

**RESTRICTIONS:**

None

Rev 02/14/2014

You Must Report a  
Change of Address  
Within 10 Days





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

19 JUN 19 09:41:11 AM 1045

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

The fees allowed by R19-1-102 will be charged for all dishonored checks.

204-749

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

**QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.**

Liquor License#: 66123

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input type="checkbox"/> Agent
<input type="checkbox"/> Premises Manager (complete all questions except #12)	

2. Name: Burkhart Susan Ann Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

3. Social Security #: \_\_\_\_\_ Driver License #: \_\_\_\_\_ State: MA

4. Place of birth: Ephrata PA USA Height: 5'04" Weight: 165 Eyes: Hzi Hair: Gry  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Fusco Lisa Louise Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona?  Yes  No If yes, what is your date of residency: 10/2018

7. Daytime telephone number: 413-896-0680 E-mail address: sueburkhart@gmail.com

8. Business Name: Portal Stone Business Phone: 520/558/2223

9. Business Location Address: 2358 S. Rock House Rd. Portal AZ Cochise 85632  
Street (do not use PO Box) City State County zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2014	CURRENT	Self Employed/Pilot	130 Cross Path Rd., Northampton, MA 01060

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2018	CURRENT	2727 S. Brittany Lane, Portal, AZ 85632
01/2014	10/2018	130 Cross Path Rd., Northhampton, MA 01060

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No *w/a*
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.**

**CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

**NOTARY**

I (Print Full Name) Susan Ann Burkhart hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Handwritten Signature]

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

My Commission Expires on: 06/05/2021 Date

29<sup>th</sup> Day of May, 2019  
Day Month Year



[Handwritten Signature]  
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above license.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



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

19 JUN 19 11:47:11 AM 1046

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

The fees allowed by R19-1-102 will be charged for all dishonored checks.

804-749

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A **BLUE OR BLACK LINED** FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 66123

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input type="checkbox"/> Agent
<input type="checkbox"/> Premises Manager (complete all questions except #12)	

2. Name: Fusco Lisa Louise Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

3. Social Security #: \_\_\_\_\_ Driver License #: \_\_\_\_\_ State: MA

4. Place of birth: Springfield MA USA Height: 5'02" Weight: 175 Eyes: Bro Hair: Gry  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Burkhart Susan Ann Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona?  Yes  No If yes, what is your date of residency: 10/2018

7. Daytime telephone number: 413.218.7823 E-mail address: lffusco@comcast.net

8. Business Name: Portal Stone Business Phone: 520,558,2223

9. Business Location Address: 2358 S. Rock House Rd. Portal AZ Cochise 85632  
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/1999	CURRENT	Self Employed/Pilot	130 Cross Path Rd., Northampton, MA 01060
06/2007	04/2018	Owner	Casey's Bar, 40 1/2 Holyoke St., Easthampton, MA 01027

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2018	CURRENT	2727 S. Brittany Lane, Portal, AZ 85632
08/2004	10/2018	130 Cross Path Rd., Northampton, MA 01060

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14. N/A  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? N/A  Yes  No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved and dispositions.**

**CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

**NOTARY**

I (Print Full Name) Lisa Louise Fusco hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature] State of Arizona County of Pima  
The foregoing instrument was acknowledged before me this

My Commission Expires on: 06/05/2021 Date 29<sup>TH</sup> Day of MAY, 2019  
Day Month Year



[Signature]  
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Mitchell Ryan Webster Address: 2358 S. Rock House Road  
Business Name: Portal Store City/Zip: Portal 85632  
Liquor License #: Job# 66123 Parcel #: 402-25-028A  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE SHERIFF'S OFFICE


Please advise if:

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

If so, please attach pertinent documentation.

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

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

Name: Rich Morales Title: Lieutenant  
Signature:  Date: 06/26/19  
Contact phone: (520)353-5087 Email: RDMorales@cochise.az.gov

Return completed form with any attachments by: 7/5/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

### For internal use only:

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

## APPLICANT INFORMATION

Applicant Name: Mitchell Ryan Webster Address: 2358 S. Rock House Road  
Business Name: Portal Store City/Zip: Portal 85632  
Liquor License #: Job# 66123 Parcel #: 402-25-028A  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

Comments: Proposed area not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	--	--------------------------------------

## OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y  N  Zoning: RU-4  
Use permitted by P&Z? Y  N  Permit#: N/A  
Date Permit Issued: N/A Use Permitted: Mini-Mart Convenience Store  
If use not permitted, is it LNC? Y  N  Year LNC Established: 1920

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

Name: Dora V Amaya Title: Zoning Administrator  
Signature: Dora V Amaya Date: July 9, 2019  
Contact phone: 520.803.3960 Email: [damaya@cochise.az.gov](mailto:damaya@cochise.az.gov)

Return completed form with any attachments by: 7/5/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Mitchell Ryan Webster Address: 2358 S. Rock House Road  
Business Name: Portal Store City/Zip: Portal 85632  
Liquor License #: Job#66123 Parcel #: 402-25-028A  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT


We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

## OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

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

The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: Interim Env Health Director  
Signature:  Date: 6/21/19  
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 7/5/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Mitchell Ryan Webster Address: 2358 S. Rock House Road  
Business Name: Portal Store City/Zip: Portal 85632  
Liquor License #: Job# 66123 Parcel #: 402-25-028A  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

xxx  Yes  No

If not, please attach pertinent documentation.

Comments:

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1  
Signature: KATHLEEN WILSON Date: 06/24/2019  
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 7/5/2019



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

**AFFIDAVIT OF POSTING**

Date of Posting: 7-9-19 Date of Posting Removal: 7-30-19

Applicant's Name: Webster Mitchell Ryan  
Last First Middle

Business Address: 2358 S. Rock House Rd POAcl 85632  
Street City Zip

License #: Job# 166123

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Charles Cooper Code Compliance officer 255-1065  
Print Name of City/County Official Title Phone Number

Charles Cooper 8-1-19  
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Be: dweiser

IMPORTED

**NOTICE**  
 APPLICATION TO SELL ALCOHOLIC BEVERAGES  
 DATE POSTED Tuesday July 9, 2019  
 A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE  
Rock County Board of Supervisors  
 PLACING DATES SUBJECT TO CHANGE. TO VERIFY CALL 530-432-9100  
 HEARING DATES SUBJECT TO CHANGE. TO VERIFY CALL 530-432-9100  
 THE LOCAL BOARD BODY WILL BE CONVENED TO THE FOLLOWS:  
 BOARD WHETHER THE BOARD MAY HOLD A HEARING TO DENY THE  
 APPLICATION OF THE LOCAL BOARD AND BODY.  
 THE BOARD SHALL CONSIDER THE APPLICATION AND SHALL  
 REQUEST INFORMATION FROM THE APPLICANT TO BE PRESENTED TO  
 NOTICE OF ANY BOARD HEARING. THE BOARD SHALL BE HELD AT THE BOARD ANY  
 STATE LIQUOR BOARD.

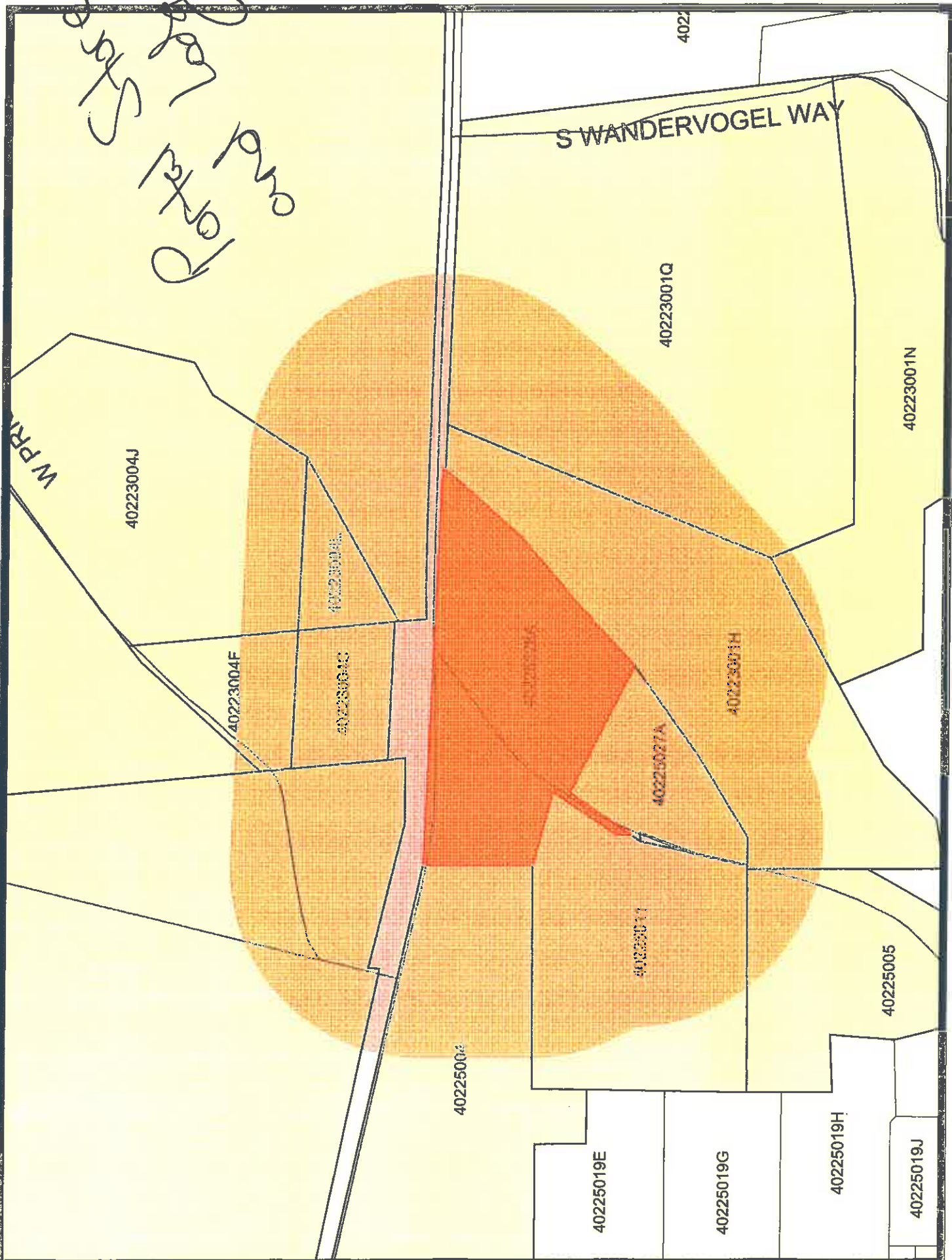
Rock County Board of Supervisors  
 1000 1st Street, Rock, WI 53081  
 Phone: 530-432-9100  
 Fax: 530-432-9101  
 Website: www.rockcountywi.gov

Rock County  
 Board of Supervisors  
 1000 1st Street, Rock, WI 53081  
 Phone: 530-432-9100  
 Fax: 530-432-9101  
 Website: www.rockcountywi.gov



07/09/2019

*Handwritten notes:*  
and  
portal  
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S  
S



**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019  
Beer and Wine Bar Liquor License, Portal Store, Series 7

**Department:** Board of Supervisors  
**Presentation:** No A/V Presentation      **Recommendation:** Approve

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

**NAME of PRESENTER:** Arlethe R Morrison      **TITLE of PRESENTER:** Clerk of the Board

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

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve an Acquisition of Control Series #7 (Beer and Wine Bar) Liquor License application submitted by Mr. Mitchell Ryan Webster, for Portal Store, located at 2358 S. Rock House Road, Portal, AZ 85632.

**Background:**

Mr. Webster has applied for a series #7 Beer and Wine Bar Liquor License for Portal Store, located at 2358 S. Rock House Road, Portal, Arizona, 85632. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Development Services Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Health Department is currently working with the property owner on health-related issues with the subject property.

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

**Department's Next Steps (if approved):**

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

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

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

**Budget Information**

*Information about available funds*

**Budgeted:**   
**Unbudgeted:**

**Funds Available:**   
**Funds NOT Available:**

**Amount Available:**  
**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Application

Department Review Forms

Affidavit of Posting for Job # 67885

---

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 06/19/2019 @ 10:15:02 AM

Local Governing Body Report

**LICENSE**

Number:	07020014	Type:	007 BEER AND WINE BAR
Name:	PORTAL STORE		
State:	Pending		
Issue Date:		Expiration Date:	06/30/2020
Original Issue Date:	07/28/1986		
Location:	2358 S ROCK HOUSE ROAD PORTAL, AZ 85632 USA		
Mailing Address:	PO BOX 16282 PORTAL, AZ 85632 USA		
Phone:	(520)558-2223		
Alt. Phone:	(520)820-1994		
Email:	PORTALLODGE@GMAIL.COM		

Currently, this license has pending applications.

**AGENT**

Name:	MITCHELL RYAN WEBSTER		
Gender:	Male		
Correspondence Address:	PO BOX 16282 PORTAL, AZ 85632 USA		
Phone:	(520)820-1994		
Alt. Phone:			
Email:	PORTALLODGE@GMAIL.COM		

**OWNER**

Name:	WEBSTER ENDEAVORS LLC		
Contact Name:	MITCHELL WEBSTER		
Type:	CORPORATION		
AZ CC File Number:	L-1077214-5	State of Incorporation:	AZ
Incorporation Date:			
Correspondence Address:	PO BOX 16282 PORTAL, AZ 85632 USA		
Phone:	(520)820-1994		
Alt. Phone:			
Email:	PORTALLODGE@GMAIL.COM		

**Officers / Stockholders**

Name:	Title:	% Interest:
MITCHELL AND YOLANDA WEBSTER TRUST	MEMBER	80.00
SUSAN ANN BURKHART & LISA LOUISE FUSCO JTRS	MEMBER	20.00

**SUSAN ANN BURKHART & LISA LOUISE FUSCO  
JTRS - JOINT TENANT**

Name: SUSAN ANN BURKHART  
Gender: Female  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (413)896-0680  
Alt. Phone:  
Email: SUEBURKHART@GMAIL.COM

**WEBSTER ENDEAVORS LLC - MEMBER**

Name: MITCHELL AND YOLANDA WEBSTER TRUST  
Contact Name: MITCHELL RYAN WEBSTER  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (520)820-1994  
Alt. Phone:  
Email: PORTALLODGE@GMAIL.COM

**MITCHELL AND YOLANDA WEBSTER TRUST -  
TrUSTEE**

Name: MITCHELL RYAN WEBSTER  
Gender: Male  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (520)820-1994  
Alt. Phone:  
Email: PORTALLODGE@GMAIL.COM

## WEBSTER ENDEAVORS LLC - MEMBER

Name: SUSAN ANN BURKHART & LISA LOUISE FUSCO JTRS  
Contact Name: MITCHELL RYAN WEBSTER  
Type: JTWROS  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (520)820-1994  
Alt. Phone:  
Email: PORTALLODGE@GMAIL.COM

## SUSAN ANN BURKHART & LISA LOUISE FUSCO JTRS - JOINT TENANT

Name: LISA LOUISE FUSCO  
Gender: Female  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (413)218-7823  
Alt. Phone:  
Email: LLFUSCO@COMCAST.NET

### APPLICATION INFORMATION

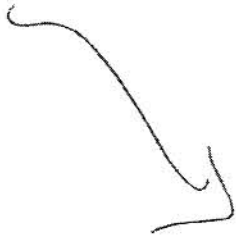
Application Number: 67885  
Application Type: Acquisition of Control  
Created Date: 06/19/2019

### QUESTIONS & ANSWERS

#### 007 Beer and Wine Bar

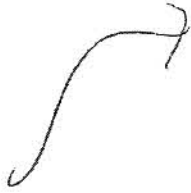
- 4) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.  
Yes
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?  
No
- 6) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?  
Yes  
If Yes, what City, Town or Tribal Reservation is this Business located in?  
COCHISE COUNTY

WEBSTER EMPLOYERS, LLC

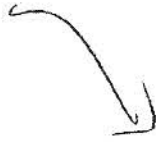


MITCHELL AND  
YVONYA WEBSTER  
TRUST  
(MEM - 80%)

MITCHELL  
WEBSTER  
(TRUSTEES)



SUSAN ANN BRAKHART &  
LISA LOUISE FUSCO, ITMS  
(MEM - 20%)

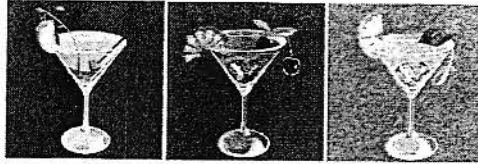


SUSAN  
ANN  
BRAKHART  
(50%)  
(JOINT TENANT)



LISA LOUISE  
FUSCO  
(50%)  
(JOINT TENANT)

19 JUN 19 11:41 AM 1028



# DBL K LIQUOR CONSULTING

June 13, 2019

Ms. Aizee Pama  
Arizona Department of Liquor  
800 West Washington  
5<sup>th</sup> Floor  
Phoenix, Arizona 85007

Re: "Portal Store", 2358 South Rock House Road, Portal, Arizona  
Cochise County Liquor License 07020014

Dear Ms. Pama,

Please accept this letter as a written request to remove the former Members of the Limited Liability Company from the Department ownership records as they have been bought out;

- John Favorite and Clara Favorite Irrevocable Trust
- Scott Thomas Webster
- Mitchell Ryan Webster

Through the Acquisition of Control please add the Mitchell and Yolanda Webster Trust as a Member, as that trust has acquired eighty percent (80%) of the Membership Interest in Webster Endeavors, LLC. Susan Ann Burkhart & Lisa Louise Fusco, Joint Tenants with Right of Survivorship, has acquired twenty percent (20%) of the Membership Interest in Webster Endeavors, LLC. The new Membership Interest allocation should be as follows:

- |   |     |
|---|-----|
| - Mitchell and Yolanda Webster Trust, Member              | 80% |
| - Susan Ann Burkhart & Lisa Louise Fusco (JTWROS), Member | 20% |

Please let me know if there is anything else you may require. Thank you for your time in this matter.

Sincerely,

Kevin A. Kramber

19 JUN 19 11:47:11 AM 1028



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

110 JUN 3 11 47 AM '08

19 JUN 19 11 47 AM '08

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

The fees allowed by R19-1-102 will be charged for all dishonored checks.

804-749

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

**QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.**

Liquor License#: 07020014 / 67885

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
--	---	--

2. Name: Webster Mitchell Ryan Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

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

4. Place of birth: Phoenix AZ USA Height: 5'09" Weight: 165 Eyes: Bro Hair: Bro  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Webster Yolonda Michelle Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona?  Yes  No If yes, what is your date of residency: 1975

7. Daytime telephone number: 520.820.1994 E-mail address: portallodge@gmail.com

8. Business Name: Portal Store Business Phone: 520 / 558 / 2223

9. Business Location Address: 2358 S. Rock House Rd. Portal AZ Cochise 85632  
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
11/2003	CURRENT	Owner/Co-Owner	Portal Store, 2358 S. Rock House Rd., Portal, AZ 85632

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/2003	CURRENT	2354 S. Rock House Rd., Portal, AZ 85632

(ATTACH ADDITIONAL SHEET IF NECESSARY)

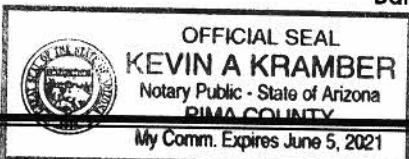
12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

**NOTARY**

I (Print Full Name) Mitchell Ryan Webster hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

Signature: [Signature] State of Arizona County of Pima  
 The foregoing instrument was acknowledged before me this 29<sup>TH</sup> Day of MAY 2019  
 My Commission Expires on: 06/05/2021 Date Day Month Year



[Signature]  
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



State of Arizona  
Department of Liquor Licenses and Control  
800 W. Washington 5<sup>th</sup> Floor  
Phoenix, AZ 85007  
(602) 542-5141

**ARIZONA STATEMENT OF CITIZENSHIP  
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

**Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.**

**Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.**

**SECTION I – APPLICANT INFORMATION**

INDIVIDUAL OWNER/AGENT NAME (Print or type) MITCHELL RYAN WEBSTER

**SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION**

Are you a citizen or national of the United States?  Yes  No

If **Yes**, indicate place of birth:

City Phoenix State (or equivalent) AZ Country or Territory USA

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

2) Name of document: AZ DRIVERS LICENSE  
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

### SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

\_\_\_\_\_  
Name of document provided

#### **Qualified Alien Status** (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

#### **Nonimmigrant Status** (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

#### **Alien Paroled into the United States for Less Than One Year** (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

#### **Other Persons** (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

#### **Otherwise Lawfully Present**

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

**PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).**

SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Mitchell Ryan Webster  
Individual Owner/Agent Printed Name

[Signature]  
Individual Owner/Agent Signature

05/29/2019  
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. \*\*\*Passport must be signed\*\*\*
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

The reason my drivers license address is different then my physical address is we do not receive mail delivery to my physical address it is delivered to my P. O. Box which is located approximately 500 feet west of my physical address.

Mitchell R Webster

A handwritten signature in black ink, appearing to read "M Webster", written in a cursive style.

Arizona

DRIVER LICENSE

USA

NOT FOR FEDERAL IDENTIFICATION



3 CLASS D  
3a END NONE  
12 REST NONE

4d DLN  
3 DOB

1 WEBSTER  
2 MITCHELL RYAN  
8 PO BOX 16282  
PORTAL, AZ 85632-1282

4b EXP 02/28/2040 4c ISS 11/14/2016

15 SEX M 18 EYES BRO  
16 HGT 5'-09" 19 HAIR BRO  
17 WGT 170 lb

*Handwritten signature*


**CLASS:** D-Operator  
**ENDORSEMENTS:** None  
**RESTRICTIONS:** None

Rev 02/14/2014

You Must Report a  
Change of Address  
Within 10 Days





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

19 JUN 19 14:14:14

19 JUN 19 14:14:14

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

The fees allowed by R19-1-102 will be charged for all dishonored checks.

804-749

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

**QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.**

Liquor License#: 07020014 / 67885

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
--	--------------------------------	--

2. Name: Fusco Lisa Louise Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

3. Social Security #: \_\_\_\_\_ Driver License #: \_\_\_\_\_ State: MA

4. Place of birth: Springfield MA USA Height: 5'02" Weight: 175 Eyes: Bro Hair: Gry  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Burkhart Susan Ann Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona?  Yes  No If yes, what is your date of residency: 10/2018

7. Daytime telephone number: 413.218.7823 E-mail address: lffusco@comcast.net

8. Business Name: Portal Store Business Phone: 520 / 558 / 2223

9. Business Location Address: 2358 S. Rock House Rd. Portal AZ Cochise 85632  
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/1999	CURRENT	Self Employed/Pilot	130 Cross Path Rd., Northampton, MA 01060
06/2007	04/2018	Owner	Casey's Bar, 40 1/2 Holyoke St., Easthampton, MA 01027

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2018	CURRENT	2727 S. Brittany Lane, Portal, AZ 85632
08/2004	10/2018	130 Cross Path Rd., Northampton, MA 01060

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No *N/A*
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

**NOTARY**

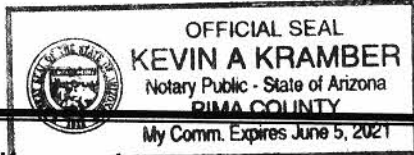
I (Print Full Name) Lisa Louise Fusco hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: *[Handwritten Signature]*

State of Arizona County of Pima

My Commission Expires on: 06/05/2021 Date

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> Day of MAY, 2019 Day Month Year



*[Handwritten Signature]*  
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



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

19 JUN 3 Lique Dept PM1222

19 JUN 19 09:16:00

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

The fees allowed by R19-1-102 will be charged for all dishonored checks.

804-749-9100

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

**QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.**

Liquor License#: 07020014 / 67885

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
--	--------------------------------	--

2. Name: Burkhart Susan Ann Birth Date:             
Last First Middle (NOT a public record)

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

4. Place of birth: Ephrata PA USA Height: 5'04" Weight: 165 Eyes: Hzl Hair: Gry  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Fusco Lisa Louise Birth Date:             
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona?  Yes  No If yes, what is your date of residency: 10/2018

7. Daytime telephone number: 413-896-0680 E-mail address: sueburkhart@gmail.com

8. Business Name: Portal Store Business Phone: 520,558,2223

9. Business Location Address: 2358 S. Rock House Rd. Portal AZ Cochise 85632  
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2014	CURRENT	Self Employed/Pilot	130 Cross Path Rd., Northampton, MA 01060

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2018	CURRENT	2727 S. Brittany Lane, Portal, AZ 85632
01/2014	10/2018	130 Cross Path Rd., Northhampton, MA 01060

(ATTACH SEPARATE SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No *N/A*
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

**NOTARY**

I (Print Full Name) Susan Ann Burkhart hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: *[Handwritten Signature]*

State of Arizona County of Pima

My Commission Expires on: 06/05/2021  
Date

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> Day of MAY, 2019  
Day Month Year



*[Handwritten Signature]*  
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

# COCHISE COUNTY BOARD OF SUPERVISORS



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

<b>For internal use only:</b>	
<input type="checkbox"/>	Restaurant/Hotel-Motel
<input type="checkbox"/>	Club/Government
<input type="checkbox"/>	Transfer of Premises

## APPLICANT INFORMATION

Applicant Name:	<u>Mitchell Ryan Webster</u>	Address:	<u>2358 S. Rock House Road</u>
Business Name:	<u>Portal Store</u>	City/Zip:	<u>Portal 85632</u>
Liquor License #:	<u>Job# 67885</u>	Parcel #:	<u>402-25-028A</u>
Ownership Type:	<u>n/a</u>	Liquor License	<input checked="" type="checkbox"/> Special Event Liquor License <input type="checkbox"/>
Partner(s):	<u>n/a</u>		

## TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

- Please advise if, at the time the application was filed:
1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
  2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

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

Comments: Proposed area not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	---	---

## OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Zoning:	RU-4
Use permitted by P&Z?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Permit#:	N/A
Date Permit Issued:	N/A	Use Permitted:	Mini-Mart Convenience Store
If use not permitted, is it LNC?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Year LNC Established:	1920

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

Name:	<u>Dora V Amaya</u>	Title:	<u>Zoning Administrator</u>
Signature:	<u>Dora V Amaya</u>	Date:	<u>July 9, 2019</u>
Contact phone:	<u>520.803.3960</u>	Email:	<u>damaya@cochise.az.gov</u>

*Return completed form with any attachments by:* 7/5/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Mitchell Ryan Webster Address: 2358 S. Rock House Road  
Business Name: Portal Store City/Zip: Portal 85632  
Liquor License #: Job# 67885 Parcel #: 402-25-028A  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

## OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

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

The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: Interim Env Health Director  
Signature: *Michael McGee* Date: 6/21/19  
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 7/5/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Mitchell Ryan Webster Address: 2358 S. Rock House Road  
Business Name: Portal Store City/Zip: Portal 85632  
Liquor License #: Job# 67885 Parcel #: 402-25-028A  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

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

If so, please attach pertinent documentation.

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

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

Name: Rich Morales

Title: Lieutenant

Signature: 

Date: 06/26/19

Contact phone: (520)353-5087

Email: RDMorales@cochise.az.gov

Return completed form with any attachments by:

7/5/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Mitchell Ryan Webster Address: 2358 S. Rock House Road  
Business Name: Portal Store City/Zip: Portal 85632  
Liquor License #: Job# 67885 Parcel #: 402-25-028A  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

xxx  Yes  No

If not, please attach pertinent documentation.

Comments:

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1  
Signature: KATHLEEN WILSON Date: 06/24/2019  
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 7/5/2019



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

**AFFIDAVIT OF POSTING**

Date of Posting: 7-9-19 Date of Posting Removal: 7-30-19

Applicant's Name: Webster Mitchell Ryan  
Last First Middle

Business Address: 2358 S. Rock House Road Portal 85632  
Street City Zip

~~License #:~~ Job# 67885

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Charles Cooper Code Compliance officer 255-1065  
Print Name of City/County Official Title Phone Number

Chad R. Coyn 8-1-19  
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

# NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: *Tuesday July 9, 2019*

HEARING ON APPLICATION AND APPEALS FROM THE BOARD OF SUPERVISORS  
*Coarse County Board of Supervisors*  
PLACER COUNTY BOARD OF SUPERVISORS  
HEARING DATES SUBJECT TO CHANGE TO VERIFY CALL 530 432 9300

THE BOARD OF SUPERVISORS WILL CONSIDER THE APPLICATION FOR A LICENSE TO SELL ALCOHOLIC BEVERAGES TO BE HELD IN THE COUNTY OF PLACER, CALIFORNIA, ON TUESDAY, JULY 9, 2019, AT 10:00 AM, IN THE BOARD ROOM OF THE COARSE COUNTY BOARD OF SUPERVISORS, 100 WASHINGTON STREET, FLOOR PHENIX, AZ 95907 (916) 842-9789. ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE STATE LIQUOR BOARD, 100 WASHINGTON STREET, FLOOR PHENIX, AZ 95907 (916) 842-9789.

PLEASE CONTACT THE BOARD OF SUPERVISORS AT 530-432-9300 FOR MORE INFORMATION.



NO  
BARBECUES  
ON  
WOOD DECK

07/09/2019

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019  
Portal Peak Lodge- Series #11 (Hotel/Motel) New Liquor License

**Department:** Board of Supervisors  
**Presentation:** No A/V **Recommendation:** Approve  
Presentation

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

**NAME** Arlethe R. **TITLE** Clerk of the Board  
**of PRESENTER:** Morrison **of PRESENTER:**

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

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve a Series #11 (Hotel/Motel) new Liquor License application submitted by Mr. Mitchell Ryan Webster, for Portal Peak Lodge, located at 2358 S. Rock House Road, Portal, AZ 85632.

**Background:**

Mr. Mitchell Ryan Webster has applied for a new Liquor License for Portal Peak Lodge (Hotel/Motel), located at 2358 S. Rock House Road, Portal, AZ 85632. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question have been paid in full for the 2018 tax year. The Development Services Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division is currently working with the property owner on health-related issues with the subject property.

Mr. Mitchell Ryan Webster has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

**Department's Next Steps (if approved):**

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

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

Send email to ADLLC with the Local Governing Board Recommendation form and posting documents.  
Send a copy of letter to applicant.

**Budget Information**

*Information about available funds*

**Budgeted:**   
**Unbudgeted:**

**Funds Available:**   
**Funds NOT Available:**

**Amount Available:**  
**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Application

Department Review Forms

Affidavit of Posting for Job # 66121

---



MITCHELL AND YOLANDA WEBSTER TRUST MEMBER 80.00  
SUSAN ANN BURKHART & LISA LOUISE FUSCO MEMBER 20.00  
JTRS

**SUSAN ANN BURKHART & LISA LOUISE FUSCO  
JTRS - JOINT TENANT**

Name: SUSAN ANN BURKHART  
Gender: Female  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (413)896-0680  
Alt. Phone:  
Email: SUEBURKHART@GMAIL.COM

**WEBSTER ENDEAVORS LLC - MEMBER**

Name: MITCHELL AND YOLANDA WEBSTER TRUST  
Contact Name: MITCHELL RYAN WEBSTER  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (520)820-1994  
Alt. Phone:  
Email: PORTALLODGE@GMAIL.COM

**MITCHELL AND YOLANDA WEBSTER TRUST -  
TrUSTEE**

Name: MITCHELL RYAN WEBSTER  
Gender: Male  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (520)820-1994  
Alt. Phone:  
Email: PORTALLODGE@GMAIL.COM

**WEBSTER ENDEAVORS LLC - MEMBER**

Name: SUSAN ANN BURKHART & LISA LOUISE FUSCO JTRS  
Contact Name: MITCHELL RYAN WEBSTER  
Type: JTWROS  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (520)820-1994  
Alt. Phone:  
Email: PORTALLODGE@GMAIL.COM

**SUSAN ANN BURKHART & LISA LOUISE FUSCO  
JTRS - JOINT TENANT**

Name: LISA LOUISE FUSCO  
Gender: Female  
Correspondence Address: PO BOX 16282  
PORTAL, AZ 85632  
USA  
Phone: (413)218-7823  
Alt. Phone:  
Email: LLFUSCO@COMCAST.NET

**APPLICATION INFORMATION**

Application Number: 66121  
Application Type: New Application  
Created Date: ~~05/31/2019~~ 6-19-19 AP

**QUESTIONS & ANSWERS**

**011 Hotel / Motel**

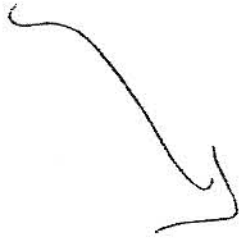
- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?  
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.  
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.  
Yes
- 3) Are you a tenant? (A person who holds the lease of a property; a lessee)  
No
- 4) Is there a penalty if lease is not fulfilled?  
No
- 5) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)  
No
- 6) Are you the owner?  
Yes
- 7) Are you a purchaser?  
No
- 8) Are you a management company?  
No
- 9) Is the Business located within the incorporated limits of the city or town of which it is located?  
No  
If no, in what City, Town, County or Tribal/Indian Community is this business located?  
Cochise Co.
- 10) What is the total money borrowed for the business not including the lease?  
Please list lenders/people owed money for the business.  
\$140,000.00  
Peter & Francis Grill  
837 Noland Rd., Portal, AZ 85632

- 11) Have you provided a diagram of your premises?  
Yes
- 12) Is there a drive through window on the premises?  
No
- 13) If there is a patio please indicate contiguous or non-contiguous within 30 feet.  
Yes, contiguous
- 14) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No
- 15) Have you provided a Restaurant Operation Plan form?  
Yes
- 16) Have you provided a Records Required for Audit form?  
Yes

## DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Beer Wine menu.pdf	05/31/2019
DIAGRAM/FLOOR PLAN	Breakfast .pdf	05/31/2019
QUESTIONNAIRE	Burkhart Q.pdf	05/31/2019
DIAGRAM/FLOOR PLAN	Flow Chart.pdf	05/31/2019
QUESTIONNAIRE	Fusco Q.pdf	05/31/2019
DIAGRAM/FLOOR PLAN	Mexican menu.pdf	05/31/2019
RECORDS REQUIRED FOR AUDIT	Records Required For Audit.pdf	05/31/2019
RESTAURANT OPERATION PLAN	Rest Op Plan.pdf	05/31/2019
DIAGRAM/FLOOR PLAN	Restaurant floor plan.pdf	05/31/2019
DIAGRAM/FLOOR PLAN	Sandwich menu .pdf	05/31/2019
DIAGRAM/FLOOR PLAN	Series 11 app cover letter .pdf	05/31/2019
ALIEN STATUS	Webster Q ASF DL.pdf	05/31/2019
QUESTIONNAIRE	Webster Q ASF DL.pdf	05/31/2019

WEBSTER FAVORABLE, LLC

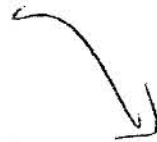


MITCHELL AND  
YOUNG WEBSTER  
TRUST  
(MEM - 80%)

MITCHELL  
WEBSTER  
(TRUSTEE)



SUSAN ANN BURKHART &  
LISA LOUISE FUSCO, ITMS  
(MEM - 20%)



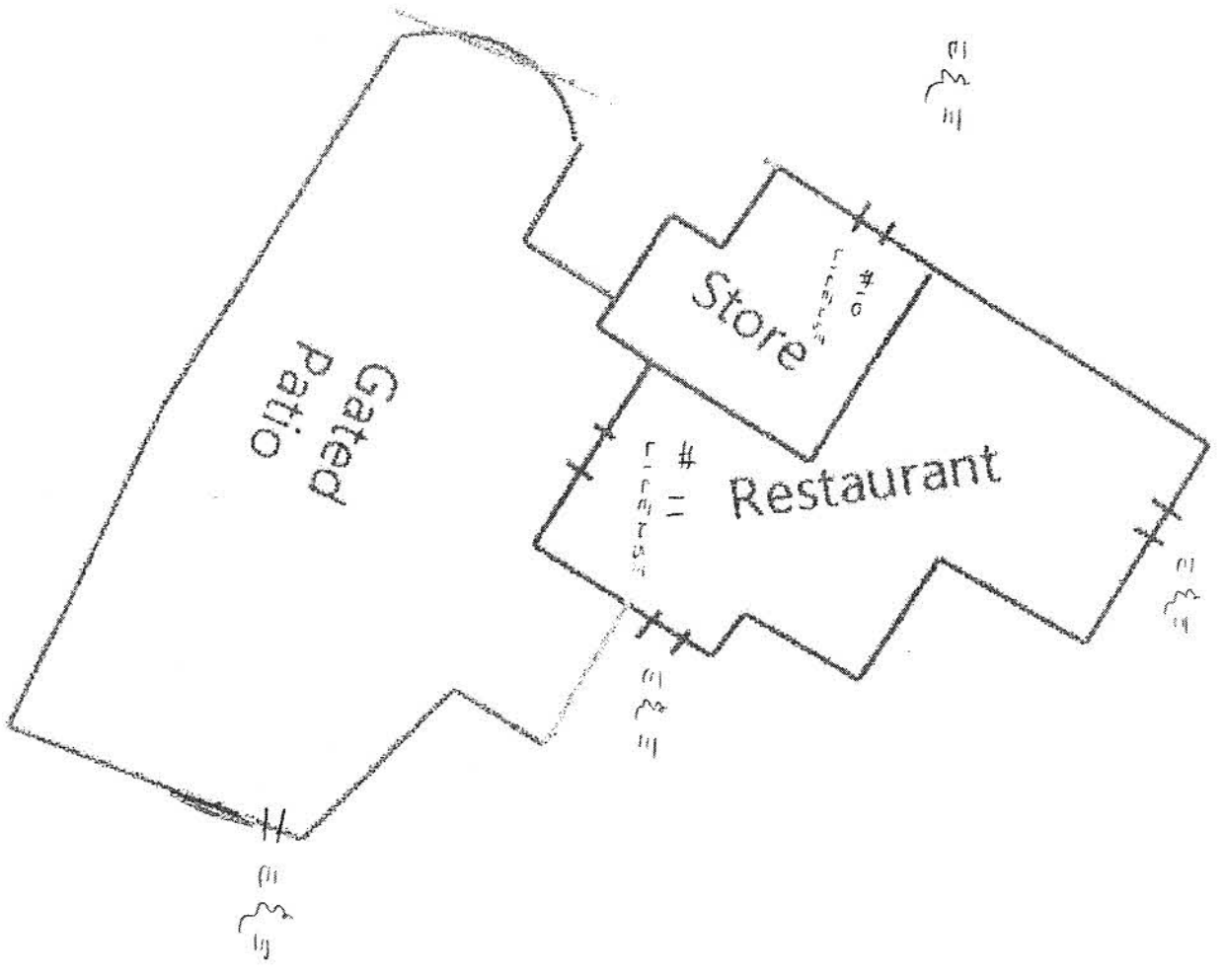
SUSAN  
ANN  
BURKHART  
(50%)  
(JOINT TENANT)



LISA LOUISE  
FUSCO  
(50%)  
(JOINT TENANT)

19 JUN 19 11 49 AM '58

ENTIRE PROPERTY FLOOR PLAN

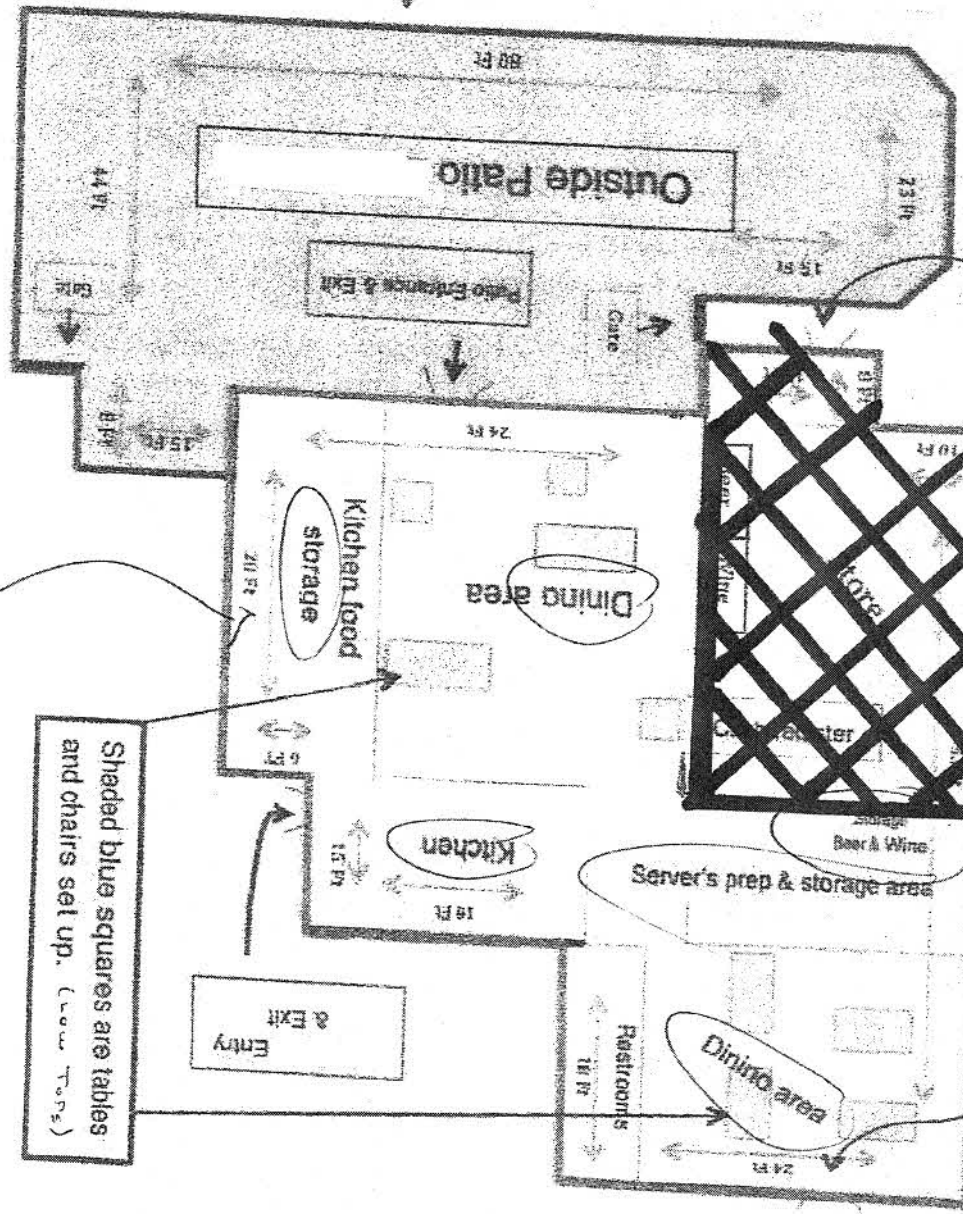




Approx.

1,375  
Sq. Ft.

Patio is enclosed  
with 3 1/2 foot fencing  
shown on diagram.



Employee &  
Receiving Only

STUDE #10 AREA

EXIT

Shaded blue squares are tables  
and chairs set up. (See Top)

LIQUOR  
STORAGE

LIQUOR  
STORAGE



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

DLIC USE ONLY  
 Job #: 06123

**RESTAURANT OPERATION PLAN**

19 JUN 19 09:11:09 AM 1058

1. Name of restaurant (Please print): PORTAL PEAK LODGE

2. List equipment below by Make, Model, and Capacity : (PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)

Grill	1-24" x 24" SS CHAR GRILL, 1-32" x 33" SS FLAT TOP W/OVEN
Oven	1-32" x 33" 6 BURNER GAS STOVE W/OVEN, 1-SS CONVEYOR TOASTER OVEN
Freezer	1-7' SS SINGLE DOOR UPRIGHT, 1-7' SS 2 DOOR UPRIGHT
Refrigerator	2-7' SS SINGLE DOOR UPRIGHT, 1-60" x 30" REFR. SAND MAKER
Sink	1-56" x 22" SS 3-COMP. SS, 1-12" x 12" SS HAND
Dish Washing Facilities	1-56" x 22" SS 3-COMP. SS
Food Preparation Counter (Dimensions)	3-60" x 30" SS DEEP, 1-3' x 5' SS W/CUTTING BOARD
Other	1-2 BASKET DEEP FAT FRYER, 2-MICROWAVES, 1-2' x 1' SS WARMING TRAY, 1-COMM. ICE MACHINE, 1-12' x 4' SS HOOD W/ANGUL, 1-COMM. BLENDER, 1-10" ELECT. MEAT SLICER

3. Attach a copy of your full menu including prices (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the seating capacity for:

- a. Restaurant dining area of your premises: (Do not include patio seating) [ 44 ]
- b. Bar area of your premises: [ + 0 ]
- c. Total dining and bar seating capacity of your premises: [ = 44 ]

5. What Type of dinnerware and utensils are utilized within your restaurant?

Reusable       Disposable       Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area?  YES  No

(If yes, what percentage of the public floor space does this area cover?) \_\_\_\_\_ %

7. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 100 %

8. Does your restaurant contain any games, televisions, or any other entertainment?  YES  No  
 (If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

2 - Flat Screen TV's (55" & 21")

9. Do you have live entertainment or dancing?  YES  No  
 (If yes, what type and how often 8.5

example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

1/2 Piece Live Music

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	3/4
Bartenders	0
Hostesses	1
Managers	2
Servers	6
Other ( <u>Dishwasher</u> )	4
Other ( )	
Other ( )	

I, MITCHELL ZACH WEBSTER, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X [Signature]  
 (Signature of APPLICANT)

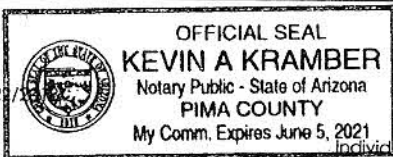
**NOTARY**

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> day of MAY 2019  
Day Month Year

My Commission Expires on: 06/05/2021 Date

[Signature]  
 Signature of Notary Public





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

**RECORDS REQUIRED FOR AUDIT**  
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

**MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS**

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
  - A. Sales Journals/Monthly Sales Schedules
    - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
    - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
    - 3) Dated Guest Checks
    - 4) Coupons/Specials/Discounts
    - 5) Any other evidence to support income from food and liquor sales
  - B. Cash Receipts/Disbursement Journals
    - 1) Daily Bank Deposit Slips
    - 2) Bank Statements and canceled checks
11. Tax Records
  - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
  - B. Income Tax Return - city, state and federal (copies)
  - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
  - A. Copies of all reports required by the State and Federal Government
  - B. Employee Log (A.R.S. §4-119)
  - C. Employee time cards (actual document used to sign in and out each work day)
  - D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)
- A. All documents which support the income derived from the sale of food off the license premises.
  - B. All documents which support purchases made for food to be sold off the licensed premises.
  - C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH  
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**



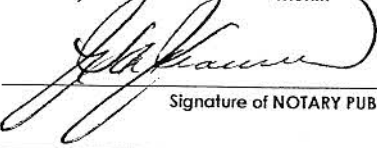
**A.R.S. §4-210(A)7**

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

**A.R.S. §4-205.02(G)**

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY	
I, (Print Full Name) <u>MITCHELL RYAN WEBSTER</u> , have read and understand all aspects of this statement	
X (Signature)  <small>Controlling Person / Agent</small>	State of <u>ARIZONA</u> County of <u>PIMA</u> the foregoing instrument was acknowledged before me this
My commission expires on: <u>06/05/2021</u>	<u>29<sup>TH</sup></u> of <u>MAY</u> 20 <u>19</u> <small>Day Month Year</small>
<div style="border: 1px solid black; padding: 5px; text-align: center;">  <p><b>OFFICIAL SEAL</b>  <b>KEVIN A KRAMBER</b>            Notary Public - State of Arizona  <b>PIMA COUNTY</b>            My Comm. Expires June 5, 2021</p> </div>	 Signature of NOTARY PUBLIC

**MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE**



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

19 JUN 19 14P. LC. RM1058

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

The fees allowed by R19-1-102 will be charged for all dishonored checks.

804-749

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

**QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.**

Liquor License#: 66121

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input checked="" type="checkbox"/> Agent
<input type="checkbox"/> Premises Manager <small>(complete all questions except #12)</small>	

2. Name: Webster Mitchell Ryan Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

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

4. Place of birth: Phoenix AZ USA Height: 5'09" Weight: 165 Eyes: Bro Hair: Bro  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Webster Yolonda Michelle Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona?  Yes  No If yes, what is your date of residency: 1975

7. Daytime telephone number: 520.820.1994 E-mail address: portallodge@gmail.com

8. Business Name: Portal Peak Lodge Business Phone: 520, 558, 2223

9. Business Location Address: 2358 S. Rock House Rd. Portal AZ Cochise 85632  
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS <small>(Street Address, City, State &amp; Zip)</small>
11/2003	CURRENT	Owner/Co-Owner	Portal Store, 2358 S. Rock House Rd., Portal, AZ 85632

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/2003	CURRENT	2354 S. Rock House Rd., Portal, AZ 85632

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

**NOTARY**

I (Print Full Name) Mitchell Ryan Webster hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Handwritten Signature]

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> Day of MAY, 2019  
Day Month Year

My Commission Expires on: 06/03/2021  
Date



[Handwritten Signature]  
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



State of Arizona  
Department of Liquor Licenses and Control  
800 W. Washington 5<sup>th</sup> Floor  
Phoenix, AZ 85007  
(602) 542-5141

**ARIZONA STATEMENT OF CITIZENSHIP  
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

**Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.**

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

**SECTION I – APPLICANT INFORMATION**

INDIVIDUAL OWNER/AGENT NAME (Print or type)

MITCHELL RYAN WEBSTER

**SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION**

Are you a citizen or national of the United States?

Yes

No

If **Yes**, indicate place of birth:

City PHOENIX State (or equivalent) AZ Country or Territory USA

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

2) Name of document:

AZ. DRIVERS LICENSE

Go to Section IV.

If you answered **No**, you must complete Section III and IV.

### SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

\_\_\_\_\_  
Name of document provided

#### **Qualified Alien Status** (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

#### **Nonimmigrant Status** (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

#### **Alien Paroled into the United States for Less Than One Year** (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

#### **Other Persons** (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

#### **Otherwise Lawfully Present**

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

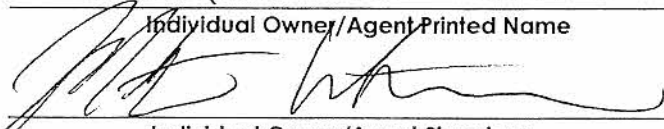
**PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).**

**SECTION IV - DECLARATION**

**All applicants must complete this section.**

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

MITCHELL RYAN WEBSTER  
Individual Owner/Agent Printed Name

  
Individual Owner/Agent Signature

05/29/2019  
Today's Date

**EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS**

**You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.**

**Evidence showing authorized presence in the United State includes the following:**

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. \*\*\*Passport must be signed\*\*\*
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

The reason my drivers license address is different then my physical address is we do not receive mail delivery to my physical address it is delivered to my P. O. Box which is located approximately 500 feet west of my physical address.

Mitchell R Webster

A handwritten signature in black ink, appearing to read "M. Webster", written in a cursive style.

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION



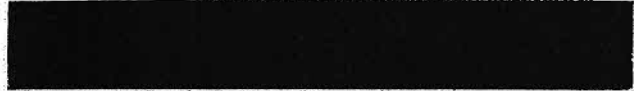
9 CLASS D  
10 END NONE 4d DLN  
12 REST NONE 3 DOB

1 WEBSTER  
2 MITCHELL RYAN  
8 PO BOX 16282  
PORTAL, AZ 85632-1282

4b EXP 02/28/2040 4a ISS 11/14/2016

15 SEX M 16 EYES BRO  
16 HGT 5'-09" 13 HAIR BRO  
17 WGT 170 lb

*Handwritten signature*



**CLASS:**

**ENDORSEMENTS:**

None

**RESTRICTIONS:**

None

Rev 02/14/2014

You Must Report a  
Change of Address  
Within 10 Days





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

19 JUN 19 14:16:05

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

The fees allowed by R19-1-102 will be charged for all dishonored checks.

804-749

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: 66121

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person <input type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager <small>(complete all questions except #12)</small>
---	---

2. Name: Burkhart Susan Ann Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

3. Social Security #: \_\_\_\_\_ Driver License #: \_\_\_\_\_ State: MA

4. Place of birth: Ephrata PA USA Height: 5'04" Weight: 165 Eyes: Hzi Hair: Gry  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Fusco Lisa Louise Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona?  Yes  No If yes, what is your date of residency: \_\_\_\_\_

7. Daytime telephone number: 413-896-0680 E-mail address: sueburkhart@gmail.com

8. Business Name: Portal Peak Lodge Business Phone: 520,558,2223

9. Business Location Address: 2358 S. Rock House Rd. Portal AZ Cochise 85632  
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2014	CURRENT	Self Employed/Pilot	130 Cross Path Rd., Northampton, MA 01060

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2018	CURRENT	2727 S. Brittany Lane, Portal, AZ 85632
01/2014	10/2018	130 Cross Path Rd., Northhampton, MA 01060

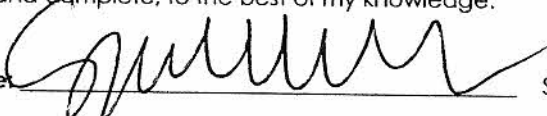
(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No  
*n/a*
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S.§4-202,4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D)  Yes  No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

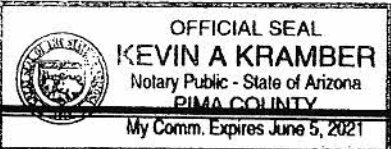
**NOTARY**

I (Print Full Name) Susan Ann Burkhart hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

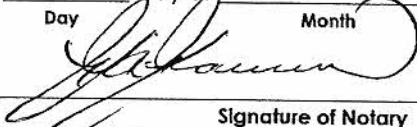
Signature:  State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> Day of MAY, 2019

My Commission Expires on: 06/05/2021 Date



OFFICIAL SEAL  
KEVIN A KRAMBER  
Notary Public - State of Arizona  
PIMA COUNTY  
My Comm. Expires June 5, 2021

  
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



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

19 JUN 19 11:19 AM 1058

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

**The fees allowed by R19-1-102 will be charged for all dishonored checks.**

804-749

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: 66121

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input type="checkbox"/> Agent <input type="checkbox"/> Premises Manager <small>(complete all questions except #12)</small>
--	---

2. Name: Fusco Lisa Louise Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

3. Social Security #: \_\_\_\_\_ Driver License #: \_\_\_\_\_ State: MA

4. Place of birth: Springfield MA USA Height: 5'02" Weight: 175 Eyes: Bro Hair: Gry  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Burkhart Susan Ann Birth Date: \_\_\_\_\_  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona?  Yes  No If yes, what is your date of residency: 10/2018

7. Daytime telephone number: 413.218.7823 E-mail address: lffusco@comcast.net

8. Business Name: PORTAL PEAK LODGE Business Phone: 520,558,2223

9. Business Location Address: 2358 S. Rock House Rd. Portal AZ Cochise 85632  
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/1999	CURRENT	Self Employed/Pilot	130 Cross Path Rd., Northampton, MA 01060
06/2007	04/2018	Owner	Casey's Bar, 40 1/2 Holyoke St., Easthampton, MA 01027

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2018	CURRENT	2727 S. Brittany Lane, Portal, AZ 85632
08/2004	10/2018	130 Cross Path Rd., Northampton, MA 01060

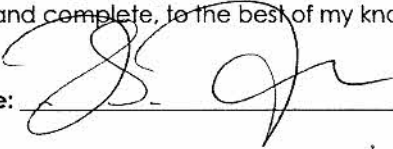
(ATTACH ADDITIONAL SHEET IF NECESSARY)

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If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No  
*n/a*
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved and dispositions.  
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**


**NOTARY**

I (Print Full Name) Lisa Louise Fusco hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

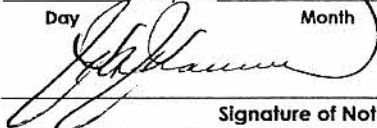
Signature:  State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> Day of May, 2019

My Commission Expires on: 06/05/2021 Date Day Month Year



**OFFICIAL SEAL**  
**KEVIN A KRAMBER**  
Notary Public - State of Arizona  
**PIMA COUNTY**  
My Comm. Expires June 5, 2021

  
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

# Breakfast

Breakfast served til noon

**#1. Ham or bacon or sausage & eggs** 9.5  
Two fresh eggs, potatoes, toast or English muffin & your choice of ham, bacon or sausage

**#2. Two egg breakfast** 7.5  
Two fresh eggs, potatoes & toast or English muffin

**#3. Pancakes (Two buttermilk pancakes)** 7.5  
Add two eggs 2.5  
Add ham, bacon or sausage 2.5

**#4. French toast (Two thick slices)** 7.5  
Add two eggs 2.5  
Add ham, bacon or sausage 2.5

**#5. Huevos rancheros** 10.5  
Two eggs on corn tortillas topped with potatoes, refried beans, Spicy red or mild green sauce, cheese, & a flour tortilla  
Add Carne Asada or Green Chili Pork 2.5

**#6. Southwestern Beef Hash** 11  
Green Chile beef hash & Pico de Gallo served with two eggs & flour tortilla

## Side orders

Two eggs 2.5	Toast 3
Potatoes 4	Flour tortilla 2
Ham 3	Salsa 2.5
Bacon 3	Sour cream 2
Sausage 3	Guacamole 3

**Breakfast burrito** 5.5  
Eggs, potatoes & cheese  
Add sausage, bacon, or ham 2.5

**Southwest breakfast burrito** 7  
Eggs, potatoes, pepper Jack cheese, & Pico de Gallo

## Omelets

Our three-egg omelets are served with potatoes with choice of toast, English muffin or flour tortilla

**Cheese** 8.5  
Add bacon, ham, or sausage 2.5

**Veggie** 10.5  
Tomatoes, onions & green peppers

**Whole hog** 11.5  
Ham, bacon, sausage, & cheese

**Denver** 10.5  
Ham, bell pepper, onion, & cheese

**Southwestern** 10.5  
Pico de Gallo & pepper Jack cheese

## Oatmeal 6.5

Brown sugar, raisins & milk

19 JUN 19 14P. LC RM1058

Ingredients may vary without notice depending upon availability.

### CONSUMER ADVISORY

DISCLOSURE: THE FOLLOWING ITEMS ARE SERVED RAW OR UNDERCOOKED OR MAY CONTAIN RAW OR UNDERCOOKED INGREDIENTS: EGGS, CHICKEN, BEEF AND FISH. REMINDER: CONSUMING RAW OR UNDERCOOKED MEATS, BIRDS, SEAFOOD, SHELL FISH OR EGGS MAY INCREASE

## Mexican entrées

Served with Side of beans, chips & salsa

### Street Taco

Three Carne Asada 10.5

Three Green Chile Pork 10.5

### Taco Plate 10.5

Three Chicken Tacos

### BURRITOS ENCHILADA STYLE

#### Choice of Red or Green sauce

Bean & Cheese 9.5

Carne Asada 12

Green Chile Pork 12

Chicken 12

### ENCHILADAS

Green Chile pork 11

Chicken 11

Cheese 11

### À la cart

Carne Asada burrito 10

Green chili pork burrito 10

Bean burrito 8.5

Enchilada 4.5

Side of refried beans 3

Order of chips & salsa 4.5

## Starters

Chips with salsa & guacamole 7.5

Beer battered mushrooms 8

Mixed platter 10

Beer battered mushrooms,  
Onion rings, & cut crispy chicken strips

## Salads

Grilled chicken salad 11

Grilled seasoned beef 12

Grilled chicken or beef on a bed of spring  
mix topped with shredded cheddar cheese

Grilled chicken Caesar salad 11

Grilled chicken, romaine lettuce tossed in  
Caesar dressing and topped with  
grated Parmesan

Taco salad 11

Chicken or beef, lettuce, shredded cheese, &  
topped with Pico de Gallo in a crisp flour  
tortilla bowl with salsa & sour cream

### Side

Side of Red or Green sauce 2.5

Side of sour cream 2.5

Salsa 2.5

Flour tortilla 2.5

Guacamole 3

Onion Rings 4

## BURGERS

### (Gardenburger Add 1 extra)

Our 1/3 lb. charbroiled burgers are on a toasted bun with your choice of French fries, spring mix salad or Coleslaw

You may choose Onion Rings for 1 extra

### Hamburger 8.5

Lettuce, tomato, pickles, & onions

### Cheeseburger 9.5

American cheese, lettuce, tomato, Pickles, & onion

### Double Cheeseburger 13

American cheese, lettuce, tomato, Pickles, & onion

### Green Chile Cheeseburger 10.5

Green Chile, Pepper jack, lettuce, tomato, onion, & pickles

### Bacon Cheeseburger 11.5

Bacon, American cheese, lettuce, tomato, pickles, & onion

### Guacamole Bacon Cheeseburger 12.5

Guacamole, Bacon, Pepper jack, lettuce, tomato, onion, & pickles

### Jalapeno Burger 10.5

Jalapenos, Pico de Gallo, Pepper Jack cheese lettuce, onion, & pickles

### Black and Blue Burger 10.5

Melted blue cheese, lettuce, tomato, Pickles, & onion

### Fish & Chips 12.5

beer batter cod, served with fries and coleslaw

### Mesquite Seasoned Grilled Chicken

11

Fries & coleslaw

### Cut Crispy Chicken Strips 9

Fries & Coleslaw

Choice of French fries, spring mix salad or Coleslaw  
You may choose Onion Rings for 1 extra

## GRILLED CHEESES

### GRILLED CHEESE 7

### CLASSIC HAM & CHEESE 8

### TOMATO & AMERICAN SWISS 8

WHOLE WHEAT, SOURDOUGH OR RYE

### BLT 8

Lettuce, tomato, Bacon, on Texas toast

### Sourdough Philly melt 10

Sliced beef, sautéed bell peppers & onions, melted American Swiss on a parmesan crusted sourdough

### Patty Melt 10

American Swiss, grilled onions with a hamburger patty on Rye bread

### Santa Fe Beef Melt 10

Sliced beef, Pepper Jack & Pico de Gallo served on Sour Dough

### New Yorker 10

Corned beef, coleslaw, Thousand Island on the grilled Rye bread

### Reuben 10

Corned beef, sauerkraut, & melted American Swiss on grilled Rye bread

### Grilled Chicken Sandwich 9.5

Grilled chicken breast with lettuce, and tomato on a gilled bun

### Southwestern Chicken Sandwich 11

Grilled chicken breast with lettuce, tomato, Green Chile and Pepper Jack on a gilled bun

### Crispy Chicken Sandwich 9.5

Breaded chicken breast with lettuce, tomato & Mayo on a gilled bun

### Fish Sandwich 9.5

Beer battered Cod with house made Tartar sauce & lettuce on a gilled bun

Domestic	<u>SINGLES</u>	Merlot	<u>BY GLASS</u>
Bud Bottle	4	Greystone	7
Bud Lt Bottle	4	Two Vines	7
Coors Bottle	4	Domino	6
Coors Lt Bottle	4	Cabernet Sauvignon	
Miller Lt Bottle	4	Seven Falls	8
Import		10 Span	7
Bass	4.75	Two Vines	7
Corona	4.75	Domino	6
Negra Modelo	4.75	Liberated	8
XX Amber	4.75	Black Box	5
XX Lager	4.75	Malbec	
Craft		Graffigna	7
8th Street	4.75	Ruta 22	7
Alaskan Amber	5	Carmenere	
Samuel Adams	5	Calina	7
SA Octoberfest	5	Santa Digna	9
Stella	4.75	Pinot Noir	
		667	8
		Villa Maria	7
Hard Cider		Chardonnay	
Angry Orchard	4.75	Two Vines	7
Cinnful Apple	4.75	Domino	6
Mike's Hard	5	Black Box	5
Stella Cider	4.75	Pinot Grigio	
Draft		Riondo	7
Kilt Lifter	4.25	Moscato	
Blue Moon	4.25	Jacob's Creek	6
Sierra Nevada	4.25	Cotes-Du-Rhone	
		Belleruche	8
		Sparkling White Wine	
		Sauvage	9

House Made Deep Dish Cobbler 5.5

À la mode 8

Ask a server what fruit fillings are available

Limited availability

### Ice Cream

Lg. 5.5

Sm. 3.5

Vanilla or Chocolate

#### Drinks with Beans

Coffee 2.5

Espresso Shot 3 add double 2

Espresso Con Panna 3.5

Americano 5

Red Eye 5

Cappuccino 4

Latte 4

Mocha 5

Hot Chocolate 2.5

Milk Shake 5.5

Vanilla or Chocolate

#### Bubbly Drinks 2.5

Coke, Coke Zero, Sprite,  
Root Beer & Dr. Pepper

#### Still Drinks

Orange juice 2.5

Lemonade 2.5

Freshly Brewed Ice Tea 2.5

Arnold Palmer 2

Milk 3

Hot Tea 2.5

# COCHISE COUNTY BOARD OF SUPERVISORS



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

<b>For internal use only:</b>	
<input type="checkbox"/>	Restaurant/Hotel-Motel
<input type="checkbox"/>	Club/Government
<input type="checkbox"/>	Transfer of Premises

## APPLICANT INFORMATION

Applicant Name:	<u>Mitchell Ryan Webster</u>	Address:	<u>2358 S. Rock House Road</u>
Business Name:	<u>Portal Peak Lodge</u>	City/Zip:	<u>Portal 85632</u>
Liquor License #:	<u>Job# 66121</u>	Parcel #:	<u>402-25-028A</u>
Ownership Type:	<u>n/a</u>	Liquor License	<input checked="" type="checkbox"/> Special Event Liquor License <input type="checkbox"/>
Partner(s):	<u>n/a</u>		

## TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

Comments: Proposed area not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	---	---

## OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Zoning:	RU-4
Use permitted by P&Z?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Permit#:	N/A
Date Permit Issued:	N/A	Use Permitted:	
If use not permitted, is it LNC?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Year LNC Established:	

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

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

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

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

Name:	<u>Dora V Amaya</u>	Title:	<u>Zoning Administrator</u>
Signature:	<u>Dora V Amaya</u>	Date:	<u>July 9, 2019</u>
Contact phone:	<u>520.803.3960</u>	Email:	<u><a href="mailto:damaya@cochise.az.gov">damaya@cochise.az.gov</a></u>

*Return completed form with any attachments by:* 7/10/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Mitchell Ryan Webster Address: 2358 S. Rock House Road  
Business Name: Portal Peak Lodge City/Zip: Portal 85632  
Liquor License #: Job# 66121 Parcel #: 402-25-028A  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

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

If so, please attach pertinent documentation.

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

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

Name: Rich Morales

Title: Lieutenant

Signature: 

Date: 06/26/19

Contact phone: (520)353-5087

Email: RDMorales@cochise.az.gov

Return completed form with any attachments by:

7/10/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



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

## APPLICANT INFORMATION

Applicant Name: Mitchell Ryan Webster Address: 2358 S. Rock House Road  
Business Name: Portal Peak Lodge City/Zip: Portal 85632  
Liquor License #: Job#66121 Parcel #: 402-25-028A  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT


We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

## OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

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

The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: Interim EH Director  
Signature:  Date: 6/26/19  
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 7/10/2019

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Mitchell Ryan Webster Address: 2358 S. Rock House Road  
Business Name: Portal Peak Lodge City/Zip: Portal 85632  
Liquor License #: Job# 66121 Parcel #: 402-25-028A  
Ownership Type: n/a Liquor License  Special Event Liquor License   
Partner(s): n/a

## TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

xxx  Yes  No

If not, please attach pertinent documentation.

Comments:

Name: Kathleen wilson Title: Tax specialist 1  
Signature: Kathleen wilson Date: 6/26/19  
Contact phone: 520-432-8404 Email: Kwilson@cochise.az.gov

Return completed form with any attachments by: 7/10/2019



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

**AFFIDAVIT OF POSTING**

Date of Posting: 7-9-19 Date of Posting Removal: 7-30-19

Applicant's Name: Webster Mitchell Ryan  
Last First Middle

Business Address: 2358 S. Rock House Road Porter 85632  
Street City Zip

Job# 66121  
 License #: \_\_\_\_\_

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Charles Cooper Code Compliance Officer 255-1065  
Print Name of City/County Official Title Phone Number

Chas Cooper 8-1-19  
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

VALENCIA

**NOTICE**

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Wed July 9 2019

HEARING ON ALCOHOL LICENSE APPLICATION SUBJECT TO BE BEFORE ...

Cochara County Board of Supervisors

PLACED BY: Michelle M. ...

HEARING DATES SUBJECT TO BE HEARD, TO VERIFY CALL: 888-752-9201

THE LOCAL COUNCIL HAS NO VOTE RECOMMEND TO THE STATE LIC

BOARD WHETHER THE BOARD SHALL RECOMMEND TO THE STATE LIC

STATE LIC BOARD, MAY BE HEARD TO CONSIDER THE APPLICATION

BY COUNCIL FOR THE LOCAL COUNCIL HEARING TO CONSIDER

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07/09/2019

Application to sell alcoholic beverages notice posted on July 9, 2019. Includes hearing dates and contact information for the local council.



**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019

Elect Chairman of the Board of Supervisors

**Submitted By:** Arlethe Morrison, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Elect \_\_\_\_\_ as Chairman of the Board of Supervisors, effective September 1, 2019.

**Background:**

The current Chairman was elected by the Board to serve as Chairman, effective May 1, 2018. The Board wishes to share the responsibility for Chairmanship and therefore rotates assignment to that seat periodically. The end of the current chair's term is August 31, 2019 and the board needs to elect a new chairman.

**Department's Next Steps (if approved):**

Notify Finance for new signature plate on County warrants; notify departments, other counties, CSA, AACo and NACo of change in Chairmanship.

**Impact of NOT Approving/Alternatives:**

Current Chairman will remain in place until another is elected.

**To BOS Staff: Document Disposition/Follow-Up:**

See Dept's next steps, above.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*



**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019

Elect Vice-Chairman of the Board of Supervisors

**Submitted By:** Arlethe Morrison, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Recommendation:**

**Document Signatures:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Elect \_\_\_\_\_ as Vice-Chairman to the Board of Supervisors, effective September 1, 2019.

**Background:**

The current Vice-Chairman resigned his position on the Board. The Board wishes to share the responsibility for Vice-Chairmanship and therefore rotates assignment to that seat periodically. The current term is up on August 31, 2019 and the board needs to elect a new vice-chairman.

**Department's Next Steps (if approved):**

Notify departments, other counties, CSA, AACO and NACo of change in Vice-Chairmanship.

**Impact of NOT Approving/Alternatives:**

Current Vice-Chair will remain until another is elected.

**To BOS Staff: Document Disposition/Follow-Up:**

See Dept's next steps, above.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019  
Approval of Bisbee Effluent Option Agreement  
**Submitted By:** Kim Lemons, Board of Supervisors  
**Department:** Board of Supervisors  
**Presentation:** No A/V Presentation  
**Document Signatures:**

**NAME of PRESENTER:** Ed Gilligan  
**Mandated Function?:**

**Recommendation:**  
**# of ORIGINALS Submitted for Signature:**  
**TITLE of PRESENTER:** County Administrator  
**Source of Mandate or Basis for Support?:**

---

**Information**

**Agenda Item Text:**

Approve Municipal Effluent Option Agreement providing the County the right to purchase a minimum of 200-acre feet of effluent from the City of Bisbee for \$35,000 for a five year period.

**Background:**

**Update: August 13, 2018:**

After approval by the Cochise County Board of Supervisors on June 18, 2019, the option agreement was reviewed by the City of Bisbee and presented to their Council on July 16, 2019 with changes and approved. County Administrator, Ed Gilligan will present those changes to the Board of Supervisors today, recommending approval.

**Background from June 18, 2019 Special/Executive Board of Supervisors Meeting:**

The County seeks to secure a water source necessary to support a large-scale recharge project focused upon maintaining the baseflows and supporting the riparian habitat of the San Pedro River in the Palominas area (the "Bisbee Effluent Project"). Modeling indicates that the Bisbee Effluent Project requires a minimum of 200-acre feet of water annually to accomplish its intended purpose.

The City of Bisbee ("City") operates the San Jose Water Treatment Facility, which currently discharges approximately 360-acre feet of treated wastewater ("Effluent") annually. The City can thus pledge the minimum 200-acre feet of Effluent for use in the Bisbee Effluent Project, thereby ensuring beneficial use of a renewable water resource for watershed enhancement purposes while reducing demand for non-renewable water supplies.

Representatives of the City and County have met and discussed terms of an agreement that grants the County the option to purchase a minimum of 200-acre feet of Effluent from the City. Among other material terms, for a payment of \$35,000 from the County to the City, the County would have the option to purchase a minimum of 200-acre feet of Effluent annually from the City. Although the purchase price is \$35,000, the County anticipates that the Nature Conservancy, which is not a party to the Agreement, will nonetheless support the purchase by contributing \$10,000 towards the purchase price. Thus, the County's actual anticipated cost is \$25,000. The term of the option under the Agreement is five (5) years from the Effective Date, and the option terminates if construction on the underlying Bisbee Effluent Project does not commence within 5 years from the Effective Date.

The proposed Agreement is an option to purchase only and does not obligate the County to use the Effluent or complete the Bisbee Effluent Project itself. However, this Agreement does ensure an available water source, and securing a water source is important to moving forward with the Bisbee Effluent Project. Entering this Agreement is an important first step in moving forward with the Bisbee Effluent Project, which promotes water conservation and security in the County and is thus consistent with the County's Comprehensive Plan. The Agreement gives the County several years to work with other partners and funding sources to evaluate economically feasible design options for the Bisbee Effluent Project with the confidence that a water source is readily available while the other pieces of this complex project are put into place.

**Department's Next Steps (if approved):**

If approved, the County and City of Bisbee will move forward with the terms of the agreement.

**Impact of NOT Approving/Alternatives:**

If not approved, the County would not have an option to purchase the effluent, and would not have a water source available to support the contemplated Bisbee Effluent Recharge Project.

**To BOS Staff: Document Disposition/Follow-Up:**

Two originals: Send one fully-executed original to the City of Bisbee, Attn: City Clerk Office, PO Box 4601, Bisbee, AZ 85603 and retain one for scanning/filing purposes for the Clerk of Board.

---

**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:**

**One-time Fixed Costs? (\$\$\$):** 35,000

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

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

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

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

The Nature Conservancy has indicated that it intends to support this Agreement by contributing \$10,000 to the purchase price.

---

**Attachments**

Agreement

---

## MUNICIPAL EFFLUENT OPTION AGREEMENT

This MUNICIPAL EFFLUENT OPTION AGREEMENT (“Agreement”) is entered between the City of Bisbee, a municipality of the State of Arizona (the “City”), and Cochise County, a political subdivision of the State of Arizona (the “County”). The City and County are collectively referred to herein as the “Parties.”

### RECITALS

WHEREAS, the County intends to complete a large-scale recharge project focused upon maintaining the flows and supporting the riparian habitat of the San Pedro River (the “Bisbee Effluent Project”). The Bisbee Effluent Project requires a minimum of 200-acre feet of water annually to accomplish its intended purpose, so the County needs an assured source of water before it incurs additional expenses, including engineering and other analysis needed to complete the Bisbee Effluent Project;

WHEREAS, the City operates the San Jose Water Treatment Facility (the “Facility”), which currently discharges approximately 360-acre feet of treated wastewater (“Effluent”) annually;

WHEREAS, the City can assure minimum quantities of Effluent to the County for use in the Bisbee Effluent Project, thus ensuring beneficial use of a renewable water resource for watershed enhancement purposes while reducing demand for non-renewable water supplies;

WHEREAS, on April 17, 1989, in *Arizona Public Service Co. v. Long*, 160 Ariz. 429 (1989) (“*Long*”), the Supreme Court held, among other things, that municipal sewage effluent is neither surface water nor groundwater; it is water that loses its original character as surface water or groundwater, and does not reestablish its legal character until it is returned to the land as either surface water or groundwater, such that the municipalities creating it are free to contract for the disposition of said effluent;

WHEREAS, consistent with the holding in *Long*, the Arizona legislature subsequently amended Arizona water code to define “effluent” separately from surface or groundwater, and it is currently defined as “water that has been collected in a sanitary sewer for subsequent treatment in a facility that is regulated pursuant to title 49, chapter 2. Such water remains effluent until it acquires the characteristics of groundwater or surface water.” A.R.S. § 45-101(4).

WHEREAS, the option obtained by the County from the City in accordance with this Agreement, and any agreements the Parties will subsequently enter into to complete the transactions contemplated by this Agreement, is intended by the Parties to meet the legal standards set forth in *Long* and A.R.S. § 45-101(4) regarding the City’s contemplated disposition of the Effluent; and

WHEREAS, the Parties acknowledge that it is in each of their best interests to enter this Agreement to provide the County with the option, at a later date, to enter a longer-term agreement securing effluent from the City (the “Contemplated Effluent Agreement”).

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals detailed above are accurate and incorporated herein.
2. Term and Termination Date of Agreement. This Agreement shall become effective on the date on which this Agreement has been approved by the governing bodies of the Parties and is signed by authorized representatives of the Parties (the "Effective Date") and shall terminate five (5) years from the Effective Date (the "Termination Date").
3. Option Payment. In consideration of the rights conveyed by this Agreement, the County shall pay the City the sum of \$35,000.00 (the "Option Payment"). The Option Payment shall be paid to the City in immediately available funds within thirty (30) days of the Effective Date of this Agreement. The Option Payment is non-refundable and earned by the City upon receipt.
4. Rights Conveyed and Exercise of Option. This Agreement conveys to the County the right, but not the obligation, to use a minimum of 200-acre feet of Effluent annually and ensures that the City will make such Effluent available to the County in the event the County, or its assignee, exercises such right. The rights conveyed to the County by this Agreement shall extinguish unless the County, or its assignee, commences construction on or before the Termination Date.
5. Liquidated Damages to City pursuant to Agreement. The Parties agree that the City is not entitled to liquidated damages for breach of the Agreement, and that its exclusive damages in the event the County does not exercise its rights under the Agreement is to retain the Option Payment. The Parties agree and understand that the City, as a result of this Option Agreement, is not waiving its right to reevaluate the City's possible exposure to, or right to evaluate and assert any claims for possible liquidated damages in the negotiation and drafting of the Contemplated Effluent Agreement.
6. No Third-Party Beneficiaries. This Agreement is entered and enforceable between the Parties. No third-party beneficiaries are intended by this Agreement without the written consent of both Parties.
7. No Third-Party Contract Interference: This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals. Each Party represents that this Option Agreement will not interfere with any existing or contemplated contract with any third party. Further, each party does not anticipate that the presently undrafted Contemplated Effluent Agreement will interfere with any existing or contemplated contract with any third

party.

8. Notice. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

- a. To the City:

City Manager  
915 S. Tovreaville Rd.  
Bisbee, Arizona 85604

- b. To the County:

County Administrator  
1415 Melody Lane, Building G Bisbee,  
Arizona 85604

Any notice or communication required or necessitated by this Agreement shall be given or served, and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, return receipt requested, or by personal delivery (which may include public or private express delivery and overnight courier services) addressed to the Party Representative specified in this Paragraph. Either Party may change such address by written notice in the manner specified above for the giving of notices to the other; provided, however, neither Party may designate a foreign address or an address for delivery of notices which does not indicate a street address (i.e., building name or number and street identification), city, state and zip code. Notice shall be deemed received as of the date such notice is (i) delivered to the Party intended to receive such notice, (ii) delivered to the then designated address of the Party Representative to receive such notice, (iii) rejected or other refusal to accept at the then designated address of the Party Representative to receive such notice, (iv) undeliverable because of a changed address of which no notice was given, or (v) three (3) days following deposit in the United States mail, if served by certified or registered mail, return receipt requested. In no event shall notices be transmitted by facsimile or electronic mail.

9. Amendments and Assignment to the Option Agreement. The Parties acknowledge that the County may—and at this point in fact intends to—convey the rights secured by this Agreement to a third party to allow that third party to complete construction and other improvements related to the Contemplated Agreement. The Parties acknowledge that the City must consent to such assignment, and such consent shall not be unreasonably withheld. Amendments to this Agreement, including assignments or other transfers of rights or obligations under this Agreement by either party, shall be made in writing, signed and dated by the Parties, prior to any changes being effective. The Parties understand that by entering in to this Agreement, the City is not conveying or waiving any of its rights of assignment, or otherwise, to the use of its Effluent water, beyond the minimum 200 annual acre feet addressed under this Agreement.

10. Additional Documents. The Parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of the Agreement. Nothing stated herein shall be construed as requiring any Party hereto or any representative of any Party to provide any evidence, document or testimony other than in response to legal process.
11. Records. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.
12. Termination. This Agreement is subject to termination by mutual agreement of the Parties signed and confirmed in writing, or pursuant to A.R.S § 38-511.
13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of the County and the City. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
14. Invalid Provisions. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.
15. Taxes. All payments received by the City pursuant to this Agreement may be subject to federal and local income tax. Any questions regarding the tax status of payments should be directed to the City's tax accountant.
16. Choice of Law and Venue. This Agreement is governed by the laws of the State of Arizona. Any lawsuit related to this Agreement shall be brought in Cochise County, Arizona.
17. Counterparts. This Agreement may be executed in counterparts and if so executed, shall have the same force and effect as if the documents had been executed in a single part.
18. Titles, Headings and Captions. Titles or captions contained in this Settlement Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or proscribe the scope of this Agreement or the intent of any provisions hereof.

## MATERIAL TERMS OF THE CONTEMPLATED EFFLUENT AGREEMENT

Subject to alteration via mutual written, signed agreement of both Parties, and without limiting inclusion of additional or alternative material terms in the event the Parties do enter the Contemplated Effluent Agreement, the Parties agree to that the Contemplated Effluent Agreement will include the following material terms:

19. Contingency Acknowledgement. The Parties acknowledge that the Contemplated Effluent Agreement is entirely contingent upon the County securing third party funding for all phases of design and construction of the improvements required to convey the effluent to the project site, as well as securing third party funding to make the payments to the City for its effluent as provided herein.
20. Form of Agreement. The Contemplated Effluent Agreement will guarantee a minimum available quantity of 200- acre feet of Effluent discharged from the City's Facility annually.
21. Payment Terms. The County shall pay the City \$150,000.00 upon the effective date, as such term will be further defined in the Contemplated Effluent Agreement. Additionally, the County shall pay the City, on an annual basis, \$60.00 per acre foot of Effluent actually delivered to the County for the first 200 acre feet of Effluent. At the City's discretion, and provided the County is notified of and agrees in writing to the additional delivery, the City may deliver more than 200 acre feet to the County annually. The County will pay the City \$90.00 per acre foot for each acre foot of Effluent in excess of 200 acre feet in any given year. The Parties will evaluate the market value of Effluent water every five (5) years and adjust the per acre foot payment to reflect current market conditions for payments for Effluent that the City may deliver to the County in excess of the 200 acre foot minimum. The City is responsible for invoicing the County for all amounts due and payable.
22. Term. The contemplated term of the Contemplated Effluent Agreement will be 25 years from the effective date, as such term will be further negotiated and defined in the final Contemplated Effluent Agreement.
23. Volume of Effluent: A minimum of 200-acre feet of Effluent from the City's Facility will be made available to the County on an annual basis. Measurement and quantification of the volume delivered in any year will be determined by the instrumentation and monitoring equipment in place at the City's Facility. The City shall be solely responsible for maintaining its instrumentation and monitoring equipment to ensure accuracy of the quantification. The County may, however, request an independent examination of the instrumentation and monitoring equipment of the Facility in the event it believes the quantification is inaccurate.
24. Liquidated Damages to the County: The City's material breach of the Contemplated Effluent Agreement will result in damages to the County, including, but not limited to, costs incurred in permitting the Bisbee Effluent Project, securing easements or

other land acquisitions related to the pipeline, engineering and design of pipeline, and costs for staff or independent contractors to perform ongoing Operation and Maintenance. The Parties agree that a reasonable estimate of the County's damages in the event of a breach is difficult due to the variables detailed herein. Thus, the Parties agree that if the County expends funds in permitting the Bisbee Effluent Project, securing easements or other land acquisitions related to the pipeline, engineering and design of pipeline, or costs for staff or independent contractors to perform ongoing Operation and Maintenance in reasonable anticipation of and reliance upon the City's performance of the Contemplated Effluent Agreement, and the City is notified of such expenses and fails to advise of its intent not to comply with the ~~Agreement or~~ Contemplated Effluent Agreement, or materially breaches ~~the Agreement or~~ Contemplated Effluent Agreement, the County is entitled to liquidated damages in the amount of \$7,260,000 ("Full Damages") The Parties agree that liquidated damages as set forth herein as the "Full Damages" amount shall only be awarded as a result of a material breach by the City of the Contemplated Effluent Agreement within the first ten (10) years after completion of construction of all improvements, which completion date shall be acknowledged by all parties in writing, (the "Full Damages Period"). Upon expiration of the Full Damages period, the Parties agree that the County shall only be entitled to compensatory damages for any breach by the City.

25. Liquidated Damages to the City: The County's material breach of the Contemplated Effluent Agreement will result in damages to the City, including, but not limited to, costs incurred in maintenance, instrumentation, and improvements to the Facility and monitoring instrumentation or equipment that the City may install to comply with its obligations under the Contemplated Effluent Agreement. The Parties agree that a reasonable estimate of the City's damages in the event of a breach of the Contemplated Effluent Agreement is difficult due to the variables detailed herein. Thus, the Parties agree that if the City expends funds in on its Facility, including, but not limited to, permitting, instrumentation, monitoring or other improvements in reasonable anticipation of and reliance upon County's performance under the Contemplated Effluent Agreement, and the County is notified of such expenses and fails to advise of intent not to exercise, the Parties agree that the City is entitled to liquidated damages in the amount of \$510,000 ("Full Damages"). The parties agree that the Full Damages amount shall be awarded for any breach by the County in the first ten years after completion of construction of all improvements, which completion date shall be acknowledged by all parties in writing, (the "Full Damages Period"). Upon expiration of the Full Damages Period, the Parties agree that the City shall only be entitled to compensatory damages for any breach by the County.
26. Maintenance of the Facility: The City warrants and represents upkeep and maintenance of its Facility and continued compliance with and satisfaction of all statutes, laws and other regulatory or permitting standards regarding the Facility and the Effluent discharged therefrom.

27. Force Majeure. A “Force Majeure” is defined as any event beyond the control of the Parties that prevents the Parties from complying with obligations under the Contemplated Effluent Agreement, including but not limited to: act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or acts or threats of terrorism. Neither the City nor the County shall be considered in breach of the Contemplated Effluent Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure that arises after the Effective Date. The Party prevented from carrying out its obligations hereunder (the “Affected Party”) shall give notice to the other Party of an event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the City is prevented from executing the Services by the Event of Force Majeure, while the City is so prevented it shall be relieved of its obligations to make Effluent available but shall endeavor to continue to perform its obligations under the Contemplated Effluent Agreement so far as reasonably practicable. If an event of Force Majeure results in a loss or damage to the Facility, then the City shall rectify such loss or damage to the extent required by the County, provided that any Cost of rectification (less any insurance proceeds received by the City for the loss or damage) is borne by the County after the City takes reasonable steps to mitigate losses. During a period of Force Majeure, the City is not entitled to any payments pursuant to the Contemplated Effluent Agreement, and the term of the Contemplated Effluent Agreement shall be extended by a period of time equal to the period of interruption of access to available Effluent caused by the event of Force Majeure.
28. Stay or Termination. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 180 days, the Contemplated Effluent Agreement shall be stayed unless either the City or County gives the other a notice of termination. In the event either party delivers a notice of termination, it shall take effect 45 days after the giving of the notice. If, at the end of the 45-day period, the effect of the Force Majeure continues, the Contemplated Effluent Agreement shall terminate.
29. Insurance. The Parties shall each procure and maintain until all of their obligations have been discharged (including any warranty periods under this Agreement are satisfied), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the

Parties or their agents, representatives, employees or contractors. The types and amounts of such insurance will be further negotiated in the Contemplated Effluent Agreement, but in no event shall such insurance be insufficient to address foreseeable losses of the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement with an effective date as of the last signature date below, and each person signing this Agreement warrants that he/she has the capacity and authority to execute this Agreement.

**APPROVED:**

City Council, City of Bisbee, Arizona



\_\_\_\_\_  
David Smith, Mayor

7-17-19

\_\_\_\_\_  
DATE

**APPROVED:**

Board of Supervisors of Cochise County, Arizona

\_\_\_\_\_  
Peggy Judd, Chairperson

\_\_\_\_\_  
DATE



RECEIVED  
COCHISE COUNTY  
BOARD OF SUPERVISORS

2019 JUL 18 PM 12:24

July 17, 2019

Board of Supervisors of Cochise County  
Attn: Arlethe Rios  
1415 Melody Lane Bldg. G  
Bisbee, AZ 85603

Re: Municipal Effluent Option Agreement

Dear Ms. Rios,

Enclosed please find two original copies of the above referenced Agreement that has been approved and signed. Once you have signed the documents please return an original back to our office.

City of Bisbee  
Attn: City Clerk Office  
P.O. Box 4601  
Bisbee, AZ 85603

If I can be of further assistance, please feel free to contact me at (520) 432-6011.

Sincerely,

Nina Williams  
Deputy City Clerk

**Regular Board of Supervisors Meeting**

**Meeting Date:** 08/13/2019

IGA with Willcox for Animal Shelter

**Submitted By:** Arlethe Morrison, 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:** Sharon Gilman **TITLE of PRESENTER:** Associate 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 Willcox for the operation of an animal shelter in the amount of \$77,570 for Fiscal Year 2019-2020 with a renewal option of three fiscal years.

**Background:**

It is in the best interests of both parties to continue to operate this facility and to conduct these activities jointly to maximize the public benefits that can result from the cooperative use of the resources that are available to each. The City of Willcox operates the animal share and pays for the costs of doing so. The County reimburses the City for its share based on its proportionate share of the animal population, which varies from year to year.

**Department's Next Steps (if approved):**

Send Fully Executed IGA to City of Willcox.

**Impact of NOT Approving/Alternatives:**

The costs for the partnership regarding the animal shelter will not be recuperated.

**To BOS Staff: Document Disposition/Follow-Up:**

Send one fully executed original to the City of Willcox, attn: Crystal Hadfield.

Scan and file one fully executed original to the Board records.

**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**

IGA

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**FIRST AMENDED INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WILLCOX AND COCHISE COUNTY  
FOR THE OPERATION OF AN ANIMAL SHELTER**

**RECITALS**

**WHEREAS**, the City of Willcox (“CITY”) and the County of Cochise (“COUNTY”) have been cooperating in the financing, construction and operation of an Animal Shelter (“Shelter”) owned by the COUNTY, pursuant to the terms of an Intergovernmental Agreement entered in 2015; and

**WHEREAS**, CITY staff provides for the operation and maintenance of the Shelter and enforces the animal control laws in the CITY; and

**WHEREAS**, it is in the best interests of both parties to continue to operate the Shelter and to conduct these activities jointly to maximize the public benefits that can result from the cooperative use of the resources that are available to each.

**WHEREAS**, the parties hereby agree to continue cooperating in the financing, operation and maintenance of the Shelter, but with some new or revised terms, as set forth in this Agreement, as authorized by A.R.S. §§ 11-1013; 9-240(B)(16) and A.R.S. § 11-952; and

**NOW THEREFORE**, it is mutually agreed that the CITY and the COUNTY shall continue to operate and maintain the Shelter upon the following terms and conditions:

1. The CITY agrees to continue to assume responsibility for operating the Shelter and providing all the staff required to operate and maintain the Willcox Animal Shelter in accordance with COUNTY Animal Control Ordinance 039-10. This responsibility includes, but is not limited to, providing food, water, sanitation services, daily outdoor exercise, and other requirements for the animals sheltered there; for providing all necessary utility services; and for providing all the administrative services required for this Shelter. The CITY also agrees to use proper pest control to prevent the spread of pests to the animals in the Shelter.

- a. **Staffing:** The CITY agrees that the Shelter shall be staffed by one full-time and two part-time CITY staff members. This will allow the shelter to be open eight (8) hours per day Tuesday through Saturday by the full-time employee and five (5) hours per day Sunday and Monday, excluding holidays by either the full-time employee or a part-time employee. The other part-time staff member will work 10 hours per week and will assist in the caring of the animals. A staff member shall be paid to maintain appropriate care for animals on holidays.
  - b. **Refusal for Lack of Capacity:** The CITY may refuse any COUNTY animals when the CITY determines that it does not have adequate capacity at the Shelter to house the animals humanely. The CITY shall notify COUNTY ACO's in advance when the Shelter is at or near capacity.
2. The CITY agrees to accept the dogs and cats that are delivered to the Shelter by COUNTY staff and residents, in the same manner as such animals from the CITY are accepted, subject to the availability of adequate space for COUNTY animals. The CITY agrees to make its best effort to track complete address information of owner, if obtainable. The COUNTY agrees that if its representatives are unwilling to allow the CITY time to find placement for COUNTY animals, that the COUNTY'S agents will dispose of those animals at the COUNTY'S expense.
3. COUNTY staff using the Shelter shall follow all policies, procedures and guidelines established by the CITY for the operation of the Shelter, including specifically completing paperwork and following established procedures for incoming animals.
4. The CITY shall be entitled to compensation from the COUNTY for the animal care services that it provides pursuant to this Agreement. For fiscal year 2020, the amount of compensation paid by the COUNTY shall be \$77,570 paid in four quarterly installments. Any future increase shall be considered based on the CITY's updated annual budget and current fiscal year actuals. These costs are based on the County's and City's proportionate share of animals and will be discussed at the annual meeting held no later than April.
5. The CITY shall submit to the COUNTY a quarterly invoice with an activity

report for the prior quarter to include:

- a. The number and type of animals impounded by COUNTY.
  - b. The number and type of animals impounded by COUNTY Residents, with location/address information.
  - c. The amount collected by the CITY in applicable fees for COUNTY and COUNTY Resident animals.
  - d. Verification of operating hours and responsible staff, with any changes noted.
  - e. Operational summary of budget versus actual expenses as given in Exhibit A.
  - f. Facility maintenance concerns and requests for COUNTY support, if necessary.
6. The CITY shall maintain the facility in good, clean and safe condition and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. The CITY shall be responsible for providing routine and preventative maintenance to the facility. The term "routine maintenance" includes each separate maintenance activity that does not exceed the total cost of \$1,000 dollars for labor and materials. The CITY is responsible for all costs necessary to repair the facility because of any vandalism or destruction caused by the CITY or any of its employees or agents and shall report to the COUNTY any damage to the Facility as soon as it is identified. The CITY is responsible for completing all such repairs and maintenance within 60 days of discovery. The COUNTY will assume responsibility for any repairs and improvements that may be required that are beyond the scope of routine maintenance to include acts of God.
7. This Agreement shall be in effect upon its approval by the respective governing bodies. Thereafter, this Agreement shall be automatically renewed for three (3) successive fiscal years, unless either party provides written notice of its intent to terminate the Agreement, which must be provided not less than ninety days prior to the start of the next fiscal year.
8. This Agreement may be cancelled for conflict of interest as provided in A.R.S. § 38-511, pursuant to the terms of that statute.
9. Each party may at any time request an amendment to this Agreement. This Agreement is subject to amendment upon the mutual consent of the

respective governing bodies, by the approval of a formal written amendment to this Agreement. On at least an annual basis, the parties shall meet, through their respective representatives, to discuss the operations of this Shelter and the needs of each party for any changes to this Agreement or the applicable procedures, as may be necessary to best accomplish the purposes of this Agreement.

10. The COUNTY shall defend, hold harmless, and indemnify the CITY, its officers, agents and employees, from all claims, demands, suits, damages or loss ("claims") that result from the negligence or intentional acts of the COUNTY, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional acts. The CITY shall defend, hold harmless and indemnify the COUNTY, its officers, agents and employees, from all claims, demands, suits, damages or loss ("claims") that result from the negligence or intentional acts of the CITY, its agents, officers, and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional acts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, officers and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise. This duty to defend, indemnify and hold harmless is not negated or otherwise limited by the characterization of the underlying duty as a "non-delegable duty" for which either party may be vicariously liable, as a matter of law. If a claim or claims by third parties become subject to this indemnity provision, the parties shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 10 shall survive termination of this Agreement.
11. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities

Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.

12. The parties are required to comply with A.R.S. § 41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. § 41-4401, and with the e-verification requirements of A.R.S. § 23-214(A) (together the “state and federal immigration laws”). The parties further agree to ensure that any subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.
13. The parties shall procure and maintain worker’s compensation coverage as required by law, and each party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022(D), an employee of either party who works under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this Agreement is deemed to be an employee of both parties for the purposes of A.R.S. § 23-1022. The primary employer of each employee shall have the sole responsibility for the payment of workers’ compensation benefits or other fringe benefits of said employees.

**IN WITNESS WHEREOF**, the parties have authorized the designated officials indicated below to execute this Agreement indicating their respective approval.

**COCHISE COUNTY SHERIFF**

\_\_\_\_\_  
**Mark Dannels**  
Sheriff

**COCHISE COUNTY**

\_\_\_\_\_  
**Peggy Judd**  
Chair, Board of Supervisors

**ATTEST**

\_\_\_\_\_  
**Arlethe G. Rios**  
Clerk, Board of Supervisors

**CITY OF WILLCOX**



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**Michael J. Laws**  
Mayor, City of Willcox

**ATTEST**



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**Crystal Hadfield**  
Clerk, City of Willcox

Pursuant to A.R.S. § 11-952(D), the undersigned attorneys have reviewed the foregoing Agreement, and confirm the Agreement is in proper form, and is within the powers and authority granted to each party under Arizona law.

**APPROVED AS TO FORM**

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**Britt Hanson**  
Chief Civil Deputy, County Attorney  
Cochise County

**APPROVED AS TO FORM**

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**William Simms**  
City Attorney, City of Willcox

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 08/13/2019

Intergovernmental Agreement (IGA) with the City of Willcox for County Planning Services

**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** 2**Submitted for Signature:****NAME of PRESENTER:** Dan Coxworth**TITLE of PRESENTER:** Director**Docket Number (If applicable):****Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve Intergovernmental Agreement (IGA) with the City of Willcox for County planning and zoning, subdivision development, GIS mapping, park design, and other long-range planning services, in the amount of \$75 per hour for assistance conducted by County personnel, effective August 13, 2019.

**Background:**

In discussions with the Willcox City Manager, the City requested Planning Services from professional Cochise County Planning Staff. Planning services for the City of Willcox include long-rang planning, master planning, and subdivision development planning and review. It is anticipated that planner services provided to the City of Willcox will be project-specific and not general everyday planning functions.

**Department's Next Steps (if approved):**

Coordinate with the City of Willcox to begin planning services, per the IGA.

**Impact of NOT Approving/Alternatives:**

No impact, if not approved

**To BOS Staff: Document Disposition/Follow-Up:**

Please have the Chair sign both copies and return to Dan Coxworth, Development Services. Dan will provide a copy to the City of Willcox.

**Attachments**IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
WILLCOX AND THE COUNTY OF COCHISE  
FOR PLANNING AND ZONING, SUBDIVISION DEVELOPMENT GIS MAPPING, PARK DESIGN  
AND OTHER LONG-RANGE PLANNING SERVICES**

This agreement is made and entered into this \_\_\_\_day of\_\_\_\_\_, 2019, by and between the City of Willcox, a municipal corporation of the state of Arizona, hereinafter referred to as "City", and the County of Cochise, a political subdivision of the State of Arizona, hereinafter referred to as "County", pursuant to the authority of A.R.S. § 11-952, et seq.

**WHEREAS**, the City is authorized to establish a planning agency with the powers necessary to enable it to administer and enforce its planning functions pursuant to A.R.S. § 9-461; and

**WHEREAS**, the City has adopted Zoning Regulations and the City of Willcox General Plan for long range planning and is updating those documents to be more user friendly; and

**WHEREAS**, the County has similar authorization to adopt Zoning Regulations, Subdivision Code and a Comprehensive Plan for long range planning within the unincorporated areas of the County, pursuant to A.R.S. §§ 11-804, 11-807, 11-811, and 11-821; and

**WHEREAS**, at certain times, due to the limited staff which the City has available for this work, the City needs assistance for the development and administration of zoning regulation, subdivision regulation, GIS mapping, park design and other long-range planning services within the City of Willcox; and

**WHEREAS**, pursuant to A.R.S. § 9-461, 11-803 and 11-952, the County and the City are authorized to enter into agreements such as this for the joint exercise of authority common to the parties and for the performance of services for each party; and

**WHEREAS**, the County has the resources available to assist the City in the performance of certain planning and zoning, GIS mapping, park design and other long-range planning services under the terms and conditions of the Agreement,

**IT IS HEREBY AGREED THAT:**

1. The County agrees to provide, subject to the availability of its resources and upon the request of the City, planning and zoning, subdivision development, GIS mapping, park design and other long range planning services for the City of Willcox to be performed by qualified County personnel. The services to be provided by the County shall be limited to review of use applications, subdivision tentative and final plats, rezoning applications and specific plans for conformance with the City of Willcox Zoning Code, the City of Willcox Subdivision Code and the City of Willcox General Plan. In addition, planning services that detail master plans of parks and other amenities, as well as entering the information into GIS mapping services may be provided when requested in writing to the County. The City shall provide the County with the City of Willcox Zoning Code, the City of Willcox Subdivision Code and the City of Willcox General Plan for use of County planners when requested in order that County staff can determine conformance with the duly adopted Willcox Zoning Code, Willcox Subdivision Code and the Willcox General Plan, as currently in effect, or as amended from time to time. This Agreement shall not obligate or authorize County personnel to take any regulatory action, in either an administrative or judicial forum, to enforce compliance with any such City regulation or code. The City shall retain the full responsibility for all such enforcement actions.

2. The City shall agree to monthly billings for any planning and zoning services or assistance conducted by County personnel at the rate of seventy-five dollars (\$75.00) per hour with a one hour minimum, including travel time to and from any location that is deemed necessary by County employees to fulfill the services in this Agreement. Travel distance will be measured from 1415 Melody Lane, Bisbee, the County buildings, or 4001 E. Foothills Drive, Sierra Vista, the County Buildings, to the site where the services are rendered. Mileage will be paid based upon the current federal government travel rate. The City will make all such payments within thirty (30) days of the receipt of an itemized bill for authorized services.

3. This Agreement shall become effective following its approval by both parties. It shall remain in effect for a term of one-year following approval. Thereafter, this Agreement shall automatically be renewed for successive one-year terms, unless the Agreement is terminated earlier as provided in this Agreement.

4. This Agreement may be terminated, with or without cause, by either party upon written notification of intent to terminate provided not less than sixty (60) days prior to the effective date of such termination. This Agreement shall also be subject to termination pursuant to the provisions of A.R.S. § 38-511, which provides for termination of a contract in the event of certain conflicts of interest.

5. **WORKER'S COMPENSATION:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this intergovernmental agreement, is deemed to be an employee of both the Party who is her primary employer

and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the notice required.

6. To the fullest extent allowed by law, the City shall defend, hold harmless, and indemnify the County, its officers, agents and employees, from all claims, demands, suits, damages, and loss ("claims") which result from the negligence or intentional torts of the City, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. To the fullest extent allowed by law, the County shall defend, hold harmless and indemnify the City, its officers, agents and employees, from all demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the County, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their officers, agents and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise. If a claim or claims by third parties become subject to this indemnity provision, the parties shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 6 shall survive termination of this Agreement.

7. This Agreement shall be governed by the laws of the State of Arizona. The parties hereby agree that the venue for the resolution of any dispute under this Agreement shall be and shall remain in Cochise County.

#### **OTHER TERMS**

1. **NON-DISCRIMINATION.** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

2. **CONFLICT OF INTEREST.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

3. **NO BOYCOTT OF ISRAEL.** In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

4. **COMPLIANCE WITH IMMIGRATION LAWS.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws

applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

5. **INSPECTION AND AUDIT.** The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

6. **PUBLIC RECORDS LAW.** Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

7. **JURISDICTION AND APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement.

**COCHISE COUNTY**

**ATTEST:**

By: \_\_\_\_\_  
Peggy Judd, Chair Board of Supervisors

\_\_\_\_\_  
Arlethe Rios, Clerk of the Board

By: \_\_\_\_\_  
Michael Laws, Mayor of Willcox

\_\_\_\_\_  
Crystal Hadfield, City of Willcox Clerk

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

RE: INTERGOVERNMENTAL AGREEMENT FOR PLANNING AND ZONING,  
SUBDIVISION DEVELOPMENT, GIS MAPPING, PARK DESIGN AND OTHER LONG-  
RANGE PLANNING SERVICES

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. 11-952 by the undersigned Chief Civil Deputy County Attorney 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 to Cochise County.

APPROVED AS TO FORM this \_\_\_\_ day of \_\_\_\_\_ 2019.

By: \_\_\_\_\_

Christine J. Roberts, Civil Deputy County Attorney

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

RE: INTERGOVERNMENTAL AGREEMENT FOR PLANNING AND ZONING,  
SUBDIVISION DEVELOPMENT, GIS MAPPING, PARK DESIGN AND OTHER LONG-  
RANGE PLANNING SERVICES

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. 11-952 by the undersigned City Attorney 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 to Cochise County.

APPROVED AS TO FORM this \_\_ day of \_\_\_\_\_ 2019.

By: William Sims, Willcox City Attorney