



Cochise County Board of Supervisors

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

THOMAS E. BORER
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

ARLETHE R. MORRISON
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, January 28, 2020 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of January 7, 2020.
2. Approve appointment of Kim Lemons as Clerk of the Board of Supervisors effective January 27, 2020.
3. Approve an application for a Permanent Extension of Premises liquor license submitted by Ms. Barbara Lorraine Coons for Four Tails LLC located at 274 E. Pearce Road, Pearce, AZ 85625,
4. Adopt Resolution 20-01 authorizing the Cochise County Board of Supervisors to designate Emergency Voting Locations for the Presidential Preference Election set for Tuesday, March 17, 2020.

County Attorney

5. Approve Intergovernmental Agreement for the County Attorney's Office to Provide Legal Services to Whetstone Water Improvement District Relating to a North American Development Bank (NADB) Grant.

Development Services

6. Approve Agreement between Cochise County and the State of Arizona for a Grant of State funds to partially finance a project to reconstruct runway 17/35 lighting for the improvement of the Bisbee-Douglas International Airport, in the amount of \$23,004, effective October 28, 2019 through October 28, 2023.

Finance

7. Approve demands and budget amendments for operating transfers.

Information Technology

8. Approve renewal of Permit No. 23-118970-03 for the Texas Canyon Radio Tower Land Lease with the Arizona State Land Department, in the amount of \$2,400, effective August 18, 2018, through March 6, 2024.

PUBLIC HEARINGS

Board of Supervisors

9. Approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Ms. Andrea Dahlman Lewkowitz, for Bowie Travel Center, located at 1275 Business Loop I-10 Exit 366, Bowie, AZ 85605.
10. Approve a 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.
11. Approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Ms. Andrea Dahlman Lewkowitz, for 9 Acre Travel Complex, located at 2500 W. Business I-10, San Simon, AZ 85632.

Development Services

12. Adopt Zoning Ordinance 20-02 amending Article 17 (Administration) of the Cochise County Zoning Regulations.

ACTION

County Attorney

13. Adopt Ordinance 050-20, Establishing Regulations and Licenses to Video Services Providers; Application and Affidavit for Uniform Services License; and Uniform Video Services Agreement, pursuant to Title 11, Chapter 14, of the Arizona Revised Statutes, §§ 11-1901, et seq.

County Treasurer

14. Approve the recommendation of the County Treasurer for the abatement of property taxes and interest on exempt property and the removal of property tax liens on Treasurer's Certificate of Clearance No. 2020-001.

Engineering & Natural Resources

15. Approve a change order in the contract with KE&G Construction, Inc. for Robbs Road Improvements, in the amount of \$140,490, effective January 28, 2020.

STATE & FEDERAL LEGISLATION

16. Discussion and possible action regarding state and federal legislative matters listed or described in the attached County Supervisors Association Legislative Policy Committee Agenda, the Arizona Association of Counties (AACo) Legislative Policy Committee Agenda, and the proposed State budget, and other matters related thereto.

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.

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 Julie Morales, Cochise County Risk Management & Safety, (520) 432-9830, FAX (520) 432-9758, TDD (520) 432-8360, 1415 Melody Lane, Building C, Bisbee, Arizona

85603.

Cochise County Board of Supervisors

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

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2020

Minutes

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 the Minutes of the regular meeting of the Board of Supervisors of January 7, 2020.

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, January 7, 2020**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, January 7, 2020 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Thomas E. Borer, Chairman; Ann English, Vice-Chairman; Peggy Judd, Supervisor
Staff Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County
Present: Administrator; Christine Roberts, Civil Deputy County Attorney; Arlethe R. Morrison, Clerk
of the Board

Chairman Borer called the meeting to order at 10:04 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**

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of December 17, 2019.

Court Administration

2. Approve Federal Fiscal Year 2020 grant funding/reimbursement between the Cochise County Superior Court and the Arizona Department of Economic Security for reimbursable paternity and child support activities in the amount of \$11,452.14 for the period of October 1, 2019 through June 30, 2020.
3. Approve Fiscal Year 2020 Fill The Gap 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 \$33,747.

Emergency Services

4. Approve grant funding in the amount of \$16,549 to the Cochise County Office of Emergency Services from the Hazardous Material Emergency Preparedness to purchase and distribute training equipment for the Countywide Hazardous Materials Response Team.

Finance

5. Approve demands and budget amendments for operating transfers.

Workforce Development

6. Approve the appointments of Mr. Edward Dummit and Mr. Robert Pollock to the Local Workforce Development Board to fill an unexpired term, effective immediately through June 30, 2023.

Vice-Chairman English moved to approve items 1-6 on the consent agenda. Supervisor Judd seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Development Services

7. Adopt Ordinance 20-01 to approve Docket Z-19-07 and CP-19-02, which is a concurrent request to amend the land use designation from Neighborhood Conservation (NC) to Developing (DEV) and amend the zoning designation from Mobile Home (MH-72) to General Business (GB) on five subject parcels.

Ms. Christine McLachlan, Planner II, Development Services, presented this item using a PowerPoint presentation. She gave the background and explained the purpose of the request. She noted that this was a county initiated request due to a growing commercial zoning need in the Hereford area.

Chairman Borer opened the public hearing.

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

Supervisor Judd moved to adopt Ordinance 20-01 to approve Docket Z-19-07 and CP-19-02, which is a concurrent request to amend the land use designation from Neighborhood Conservation (NC) to Developing (DEV) and amend the zoning designation from Mobile Home (MH-72) to General Business (GB) on five subject parcels with an amendment to condition 8 as discussed. Vice-Chairman English seconded the motion.

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

ACTION

Court Administration

8. Approve Fiscal Year 2020 Traffic Case Processing Funds 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 \$63,943 that includes \$25,000 matching funds from general fund and \$13,943 from local Judicial Collection Enforcement Funds.

Ms. Rita Shipley, Court Administration, presented this item. Ms. Shipley stated gave the background and noted that this funded an existing position.

Vice-Chairman English moved to approve Fiscal Year 2020 Traffic Case Processing

Funds 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 \$63,943 that includes \$25,000 matching funds from general fund and \$13,943 from local Judicial Collection Enforcement Funds. Supervisor Judd seconded the motion.

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

Elections

9. Approve the entitlement distribution grant agreement from the Arizona Secretary of State's Office in the amount of \$ 71,592.20 for election related expenses covered under the Help America Vote Act.

Ms. Lisa Marra, Elections Director, presented this item. Ms. Marra stated that this was a renewal for an ongoing grant that is specifically for security.

Supervisor Judd moved to approve the entitlement distribution grant agreement from the Arizona Secretary of State's Office in the amount of \$ 71,592.20 for election related expenses covered under the Help America Vote Act. Vice-Chairman English seconded the motion.

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

CALL TO THE PUBLIC

Chairman Borer opened the call to the public.

Mr. George Hadanich, Gateway of Light non-profit organization, addressed the Board regarding his property assessment appeal issues with the Assessor's Office.

Mr. & Mrs. Sowards, Cochise residents, addressed the Board regarding their concerns regarding a permitting issue and displeasure with the Public Works Department.

No one else chose to speak and Chairman Borer 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.

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

Mr. Gilligan deferred his report.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Chairman Borer deferred his report.

Report by District 2 Supervisor, Ann English

Vice-Chairman English wished everyone a Happy New Year.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd reminded the audience of the Wings Over Willcox event.

Chairman Borer adjourned the meeting at 11:04 a.m.

APPROVED:

Thomas E. Borer, Chairman

ATTEST:

Arlethe R. Morrison, Clerk of the Board

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 01/28/2020

Appointment of Kim Lemons as Clerk of the Board

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

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

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

NAME of PRESENTER: na **TITLE of PRESENTER:** na

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve appointment of Kim Lemons as Clerk of the Board of Supervisors effective January 27, 2020.

Background:

Department's Next Steps (if approved):

Impact of NOT Approving/Alternatives:

To BOS Staff: Document Disposition/Follow-Up:

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 01/28/2020

Permanent Extension of Premises Liquor License for Four Tails LLC

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 an application for a Permanent Extension of Premises liquor license submitted by Ms. Barbara Lorraine Coons for Four Tails LLC located at 274 E. Pearce Road, Pearce, AZ 85625,

Background:

Ms. Coons has applied for a Permanent Extension of Premises liquor license for Four Tails LLC located at 274 E. Pearce Road, Pearce, AZ 85625. The Sheriff's Office has no recommendation and **Development Services** has recommended approval of the application.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2020

PPE Emergency Vote Centers Resolution

Submitted By: Kim Lemons, 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:

Adopt Resolution 20-01 authorizing the Cochise County Board of Supervisors to designate Emergency Voting Locations for the Presidential Preference Election set for Tuesday, March 17, 2020.

Background:

Pursuant to A.R.S. § 16-411 (B) (5) the legislature has given the authority to designate emergency voting locations to the Boards of Supervisors.

Department's Next Steps (if approved):

Emergency voting center will be available as adopted.

Impact of NOT Approving/Alternatives:

Emergency voting location will not be designated.

To BOS Staff: Document Disposition/Follow-Up:

Record Resolution, scan and file original and send a copy to the Elections and Recorder's office.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Resolution

RESOLUTION 20-__

A RESOLUTION OF COCHISE COUNTY AUTHORIZING
EMERGENCY VOTING CENTERS

WHEREAS, the right to vote is a fundamental right of the citizens of this county as well as the nation, and

WHEREAS, it is in the best interests of Cochise County to ensure citizens are still able to vote when extraordinary circumstances for the citizen arise, and

WHEREAS, pursuant to A.R.S. § 16-411 (B) (5) the legislature has given the authority to designate emergency voting locations to the Boards of Supervisors.

NOW, THEREFORE, BE IT RESOLVED THAT for the Presidential Preference Election set for Tuesday, March 17, 2020, the Cochise County Recorder shall make available for emergency voting on Monday, March 16, 2020, the Records Office located at 1415 Melody Lane, Building B, Bisbee, from the hours of 8 a.m. to 5 p.m.

APPROVED AND ADOPTED this 28th day of January, 2020.

Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

Arlethe R. Morrison
Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson,
Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2020

IGA for County Attorney to Provide Limited Legal Services to Whetstone Water Improvement District

Submitted By: Britt Hanson, County Attorney

Department: County Attorney

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

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

NAME of PRESENTER: Britt Hanson **TITLE of PRESENTER:** Chief Civil Deputy

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve Intergovernmental Agreement for the County Attorney's Office to Provide Legal Services to Whetstone Water Improvement District Relating to a North American Development Bank (NADB) Grant.

Background:

Whetstone Water Improvement District (WWID) is receiving a grant from the North American Development Bank (NADBank) for water supply improvements, up to \$500,000. As part of the Grant Agreement (attached), NADBank requires an opinion letter from the WWID's attorney (attached) assuring them that WWID has the requisite authority to enter into the Grant Agreement. Since WWID does not have an attorney, they have asked the County Attorney's Office to represent them for the limited purpose of reviewing the Grant Agreement and providing the opinion letter.

These kinds of opinion letters are a typical requirement for many types of grants, and our office has provided them on many occasions. We are happy to provide this assistance for the benefit of the Whetstone community.

Department's Next Steps (if approved):

The County Attorney's Office will sign the opinion letter and send it to NADBank.

Impact of NOT Approving/Alternatives:

WWID will need to retain outside counsel.

To BOS Staff: Document Disposition/Follow-Up:

Have the Board Chair sign the IGA and forward it to Britt Hanson at the CAO.

Attachments

- NADBank Grant Opinion Letter
- IGA Legal Services WWID 2020



**Cochise County
Attorney's Office
Civil Division**

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

BRIAN M. McINTYRE
Cochise County Attorney

January 8, 2020

North American Development Bank
ATTN: Lisa Roberts
203 South St. Mary's Street, Ste. 300
San Antonio, TX 78205

Re: WATER SUPPLY AND DISTRIBUTION SYSTEM IMPROVEMENTS WHETSTONE, ARIZONA
CAP Grant Agreement No. AZ8450 (*the "Agreement"*) *Legal Opinion*

Dear Ms. Roberts:

Pursuant to A.R.S. 11-532 and 11- 952, our office represents Whetstone Water Improvement District, Arizona for purposes of reviewing and issuing an opinion on the above-referenced Grant Agreement. I am of the opinion that:

- (a) Whetstone Water Improvement District, Arizona is a special taxing district organized under the laws of the State of Arizona, A.R.S. 48-901 et. seq., and is governed by state and federal law and its own ordinances and resolutions.
- (b) Whetstone Water Improvement District, Arizona, has the full legal authority to execute the Agreement and comply with its obligations thereunder.
- (c) Steve Phelps, as Chair of the Board of Whetstone Water Improvement District, has sufficient authority to act on its behalf.
- (d) The Agreement is legal, valid, and binding on the Whetstone Water Improvement District, Arizona, and is enforceable against the Whetstone Water Improvement District, Arizona.
- (e) The unenforceability of any provision of the Agreement shall not impair the

Main Office
150 Quality Hill Road
PO Drawer CA
Bisbee, Arizona 85603
520-432-8700
Attorney@cochise.az.gov

Juvenile Division
100 Colonia de Salud, Suite 104
Sierra Vista, Arizona 85635
520-803-3160

Division Fax Numbers
Civil 520-432-8778
Drug Unit 520-432-2487
General Crimes 520-432-4208
Juvenile 520-417-0895
Misdemeanor 520-432-8729
Victim Witness 520-432-8777

enforceability of the remaining provisions of the Agreement and will not render invalid the Agreement as a whole.

I conclude that the Agreement, duly executed by both parties in November, 2018, is in full force and effect and is valid and binding on the Whetstone Water Improvement District, Arizona.

Sincerely,

Britt W. Hanson
Chief Civil Deputy County Attorney
Cochise County Attorney's Office

BWH:ss

CC: Steve Phelps, Chair, Whetstone Water Improvement District

**INTERGOVERNMENTAL AGREEMENT
FOR LEGAL SERVICES**

This Intergovernmental Agreement for Legal Services ("Agreement") is entered into among the Cochise County Board of Supervisors ("Board"), the Cochise County Attorney ("County Attorney"), and the Whetstone Water Improvement District ("WWID").

RECITALS:

A. WWID requires legal representation, specifically an attorney letter to granting agency NADBANK assuring them that WWID has the requisite authority to enter into Water Supply and Distribution System Improvements CAP Grant Agreement No. AZ8450, and requests that the County Attorney provide that service; and

B. The County Attorney is authorized to provide that legal representation pursuant to A.R.S. § 11-532(E); and

C. The Board, County Attorney, and WWID are authorized to enter into this Intergovernmental Agreement for Legal Services pursuant to A.R.S. § 11-952 and are willing to do so pursuant to the terms set forth herein; provided, however, that such legal services are limited to issuing the opinion letter to NADBANK.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Purpose: The purpose of this Agreement is for the County Attorney to provide prompt, efficient, and professional legal services to WWID.

2. Term: The term of this Agreement shall be from the date that this IGA is approved by all parties hereto, until the County Attorney issues and delivers the opinion letter to NADBANK, with a copy to WWID.

3. Duties of County Attorney: County Attorney shall:

a. Provide prompt, efficient, and professional legal representation in issuing the opinion letter.

b. The County Attorney will maintain a confidential, attorney/client relationship with WWID with regard to legal representation and advice.

6. Termination:

a. Conflict of Interest Cancellation. This Agreement can be canceled without penalty or further obligation pursuant to A.R.S. § 38-511.

b. By Agreement. This Agreement may be terminated at any time by agreement of the parties upon thirty {30} days' written notice.

7. Contract Applicability to Third Parties:

a. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any third party of any kind whatsoever.

8. Indemnification:

a. WWID's Indemnification Obligations: WWID agrees that it shall, to the fullest extent under the law, defend, protect, indemnify, and hold the County and County Attorney harmless from every kind or character of damages, losses, liabilities, expenses, demands, or claims (collectively "Losses") arising out of, connected with, incident to, resulting from, or relating to the performance of the duties outlined in this contract to the extent such Losses are caused by the negligence or fault of any member of WWID, which obligation shall not be diminished in any regard if such Losses were caused in part by the concurrent or joint negligence, either active or passive, of the County Attorney.

b. County's Indemnification Obligations: The County agrees to defend, protect, indemnify, and hold harmless WWID for losses to the extent that such losses are directly related and caused by the negligence or fault of any employee of the County Attorney.

c. Limitations: Neither WWID nor the County Attorney shall indemnify the other Party for any losses resulting from the willful or negligent acts of the other Party or members of its organization. In no event, whether as a result of contract, tort, strict liability, or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental, or consequential damages, and the indemnification

obligations shall not be reduced by any insurance coverage or insurance proceeds a Party may have with respect to a claim.

9. Workers' Compensation: An employee of any party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be deemed to be Cochise County, which shall be solely liable for any workers' compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

10. Non-Discrimination: The parties agree to comply with all applicable federal and state laws prohibiting discrimination on the basis of race, sex, national origin, disability, religion, color, or age. Such laws include, but are not limited to, Executive Order 99-4, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments Act of 1972.

11. 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.

12. 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.

13. Inspection and Audit: Each party agrees to keep all books, accounts, reports, files, and other records relating to this Contract for five (5) years after

completion of the contract. In addition, each party agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

14. Public Records Law: Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. Seq.

15. 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.

16. Attorney Review of this IGA: Pursuant to A.R.S. § 11-952(D), this Agreement must be reviewed by an attorney for WWID and the Board. It is understood and agreed that each party has authorized the County Attorney to review and approve this Agreement on its behalf and waives any conflict arising from such review and approval, provided, however, that WWID may, at its option, retain another attorney to review and approve this Agreement.

17. Execution in Counterpart: This Agreement may be executed by its contracting parties in duplicate counterparts, each one of which shall constitute a binding contract document when signed.

18. Severability: In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom, shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.

19. Electronic Signatures. Either party may sign this Agreement with electronic signatures, with the same force and effect as if signed in pen and ink.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

COCHISE COUNTY ATTORNEY

By:

Britt Hanson, Chief Civil Deputy
Cochise County Attorney

Date

COCHISE COUNTY BOARD of SUPERVISORS

By: _____
Thomas E. Borer

Date

ATTEST:

Arlathe R. Morrison
Clerk of the Board

Date

Whetstone Water District
By: Steve Phelps
Steve Phelps, Chair

JAN 15, 2020
Date

The above Agreement, which is an agreement between public agencies, and has been reviewed pursuant to A.R.S. § 11-952 by the undersigned legal counsel for each of the parties 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 each of the parties.

APPROVED:

By: Britt Hanson
Britt Hanson, Chief Civil Deputy
Cochise County Attorney

01 16 20
Date

Regular Board of Supervisors Meeting

Development Services

Meeting Date: 01/28/2020

Airport Development Reimbursable Grant Agreement with Arizona Department of Transportation

Submitted By: Dan Coxworth, Development Services

Department: Development Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Daniel Coxworth

TITLE of PRESENTER: 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 Agreement between Cochise County and the State of Arizona for a Grant of State funds to partially finance a project to reconstruct runway 17/35 lighting for the improvement of the Bisbee-Douglas International Airport, in the amount of \$23,004, effective October 28, 2019 through October 28, 2023.

Background:

The County receives funding from the FAA and the Arizona Department of Transportation for improvements to County-owned and maintained airports. This grant agreement is the second of two agreements from Arizona Department of Transportation (ADOT) for the completed runway lighting reconstruction project at BDI.

Department's Next Steps (if approved):

Return the document to ADOT for reimbursement of funds.

Impact of NOT Approving/Alternatives:

The runway lighting project at BDI is complete, and if this grant agreement is not approved, the County will be responsible for covering the entire cost of the project that ADOT would have funded.

To BOS Staff: Document Disposition/Follow-Up:

Please have the Chair sign page 4 of the agreement and return to Dan Coxworth, Development Services.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Grant Agreement

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **Cochise County**, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of **Reconstruct Runway 17/35 Lighting** (the "Project"), for the improvement of the **Bisbee Douglas International Airport** (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **June 21, 2019** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **October 28, 2019**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be **Four and forty seven hundredths percent (4.47%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Twenty Three Thousand, Four Dollars (\$23,004)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the Project required herein or **October 28, 2023**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after [Enter Date] shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

STATE: SPONSOR:

State of Arizona
Department of Transportation
Multimodal Planning Division

COCHISE COUNTY
BISBEE DOUGLAS INTERNATIONAL AIRPORT

By: _____

By: _____

Title: Gregory Byres, Division Director

Title: _____

Date: _____

Date: _____

WITNESSED BY:

WITNESSED BY:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

- b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
- a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State may, by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project’s progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

**Schedule One
Design/Construction Project Description and Funding Allocation**

Detailed Project Description:

Reconstruct Runway 17/35 Lighting
FAA AIP 3-04-0013-013-2019

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$	\$	\$	\$

*Total of this column to be used in Schedule Two.
 ** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.
 *** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$23,004.00

Projected Reimbursement Requests / State Cash Flow						
<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2019	\$	\$	\$	\$	\$	\$
2020	\$494	\$	\$	\$	\$	\$
2021	\$	\$	\$	\$	\$	\$
2022	\$	\$	\$	\$	\$	\$
2023	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2019	\$	\$	\$	\$	\$11,650	\$10,860
2020	\$	\$	\$	\$	\$	\$
2021	\$	\$	\$	\$	\$	\$
2022	\$	\$	\$	\$	\$	\$
2023	\$	\$	\$	\$	\$	\$

Grant Number E0M1C01C
BISBEE DOUGLAS INTERNATIONAL AIRPORT
COCHISE COUNTY
FAA AIP 3-04-0013-013-2019

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three
Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval					
Issue Invitation for Bids					
Submit Bid Tab for State Review/Approval					
Award Construction Contract/Submit to the State					
Construction Phase					
Pre-Construction Meeting					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Builts & Final Documentation					
Submit Final Reimbursement Request and Sponsor Closeout Letter					

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2020

Demands

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
of PRESENTER:** n/a

**TITLE
of PRESENTER:** n/a

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Information Technologies

Meeting Date: 01/28/2020
 Texas Canyon Land Lease Renewal
Submitted By: Tatiana Rodriguez, Information Technology
Department: Information Technology
Presentation: No A/V Presentation **Recommendation:** Approve
Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2
NAME of PRESENTER: Joe Casey **TITLE of PRESENTER:** CIO
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve renewal of Permit No. 23-118970-03 for the Texas Canyon Radio Tower Land Lease with the Arizona State Land Department, in the amount of \$2,400, effective August 18, 2018, through March 6, 2024.

Background:

Cochise County maintains a land lease agreement with the Arizona Land Lease Department for the Texas Canyon radio tower site. This agenda item is a standard renewal of the agreement.

Department's Next Steps (if approved):

Upon approval and signature of both original documents, the documents will be submitted to the Arizona State Land Department along with a proof of insurance certificate.

Impact of NOT Approving/Alternatives:

If not approved, the County will lose land access for the Texas Canyon radio tower.

To BOS Staff: Document Disposition/Follow-Up:

Please call Tatiana (520-432-8321) to pick up the documents as soon as the originals are signed. We need to get the packets to the State before the end of the month.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1: 100-1800-1810

Fund Transfers

Fiscal Year: 19/20

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

Ongoing Costs? (\$\$\$): 2400.00

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: I.T.

Fiscal Impact & Funding Sources (if known):

There is a \$2400 annual fee for this land lease. This ongoing cost has been budgeted for at least the past 10 years and is not a new expense. As the Office of Emergency Services is covering the cost out of our budget, there is a 50% reimbursement through the EMPG grant.

Attachments

Lease 23-118970-03-100



Douglas A. Ducey
Governor

Lisa A. Atkins
Commissioner

Arizona State Land Department
1616 West Adams, Phoenix, AZ 85007

IMPORTANT DOCUMENTS ENCLOSED

Cochise County
ATTN: Lease/Permit Manager
1415 Melody Lane Bldg. D
Bisbee, AZ 85603

Date: November 21, 2019

Reference No.: 23-118970-03-100

Enclosed are two original documents for your review and signature.

Please do the following:

- a. All persons named on the document must **sign and date all documents**. If signing for a business, corporation or other entity, state your position within the entity.
- b. **Return both signed documents within 60 days** of the date above to:

Arizona State Land Department
ATTN: Del Martinez
Title and Contracts Section
1616 W. Adams
Phoenix, AZ 85007

Pursuant to Arizona Administrative Code R12-5-509, Documents not signed and returned within 60 days from the date of mailing will be declared Null and Void and of no force and effect.

Please note:

If applicable, any rent due will be billed separately. The rent must be paid prior to the issuance of your document. If you need assistance, contact Accounting or Billing Statements, 602-542-2519.

Please adhere to the following:

- a. **Do not** alter the documents. Alterations void the documents.
- b. **Do not** send copies. The documents are issued on bond paper, which must be returned.
- c. **Do not** have the documents notarized.

For further assistance, you can contact:

Agriculture, Grazing, Apiary or Special Land Use Permit:	(602) 542-4625
Land Sale, Commercial Lease, or Homesite:	(602) 542-3000
Right of Way:	(602) 542-4098

The address you provide will be used for all future notifications and billings. You will be held responsible for any charges, penalty and/or interest that may occur should you fail to notify the Department of any change in address.

Enc. (2)

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

SPECIAL LAND USE PERMIT

Permit No. 23-118970-03

THIS SPECIAL LAND USE PERMIT ("Permit") is entered into by and between the State of Arizona, Arizona State Land Department ("Permitter"), through the State Land Commissioner ("Commissioner") and

COCHISE COUNTY

("Permittee"). In consideration of the payment of a fee and of performance by the parties of each of the provisions set forth herein, the parties agree as follows:

**ARTICLE 1
SUBJECT LAND**

1.1 Permitter grants to Permittee a non-exclusive permit for special use on the State Land described in Appendix A attached hereto (the "Subject Land").

1.2 Permittee makes use of the Subject Land "as is" and Permitter makes no express or implied warranties as to the physical condition of the Subject Land.

**ARTICLE 2
TERM**

2.1 The term of this Permit commences on August 18, 2018, ("Commencement Date") and expires on March 6, 2024, ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law. This Permit expires on the date indicated and carries no holdover rights.

2.2 The Permittee will not assign the Subject Land herein described in this Permit without the written consent of the State Land Commissioner, first obtained, and will, upon the expiration of the Permit surrender peaceable possession of said land.



ARTICLE 3

FEE

3.1 Permittee agrees to pay as a fee for this Permit the following amount, due and payable in advance on the Commencement Date, and each year thereafter on the anniversary of the Commencement Date:

\$2,400.00 annually

3.2 If Permittee should fail to pay the fee when due, the Commissioner at his option, may cancel this Permit or declare the same forfeited.

3.3 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.4 The State of Arizona shall be forever wholly absolved from any liability for damages which might result to the Permittee herein on account of this Permit having been forfeited for nonpayment of fees due thereunder prior to the expiration of the full time for which it is issued.

ARTICLE 4

PERMITTED USE

4.1 This Permit grants authority only for the following specific purpose and temporary structures; any other use by the Permittee of the land described herein, or of any of the products therefrom, except as provided below, is expressly prohibited: *Placement, maintenance and operation of wireless telecommunication antenna facility on existing electric power transmission pole, and related equipment cabinets and facilities on or below ground, all within existing Lease No. 03-71450. The holder of Lease No. 03-71450, Southwest Transmission Coop., is the owner of any existing electric power transmission pole, and any replacement electric power transmission pole, located on Subject Land. Co-location of other compatible and similar communication users permitted only with express, written authorization of Permitter.*

4.2 This Permit is subject to any leases, rights of way, and permits which may exist, and any and all present commitments in connection with those leases and permits. Permittee shall in no way interfere with the peaceful possession and use of the Subject Land by a valid surface leaseholder or permittee of the Subject Land.

4.3 Permitter reserves the right to grant rights of way and easements over, across, or upon the lands embraced in this Permit for public highways, railroads, tramways, telephone, telegraph and transmission lines, pipe lines, irrigation works, flood

control, drainage works, logging and other purposes, and this Permit is issued subject to all existing rights of way.

4.4 Permittee shall not cause nor grant permission to another to cause any waste in or upon the Subject Land. Permittee, its employees and agents shall not cut, consume or remove any timber, or standing trees that may be upon the Subject Land, without the prior written consent of Permitter, except that Permittee may cut wood for fuel for domestic uses and authorized improvements on the Subject Land without such prior consent. Nothing herein shall permit the cutting of saw timber for any purpose.

ARTICLE 5 CONFORMITY TO LAW

5.1 Permittee shall not use or permit the Subject Land to be used in any manner that is not in conformity with all applicable Federal, State, County and municipal laws, rules and regulations, unless Permitter determines and advises Permittee in writing otherwise.

5.2 This Permit shall terminate if Permittee is unable to or fails to obtain or loses any governmental approval that is prerequisite to the special use for which this Permit is issued, or that is necessary to construct, maintain or operate any facilities on the site in connection with that special use.

ARTICLE 6 IMPROVEMENTS

6.1 Any and all structures placed by Permittee upon the Subject Land shall be temporary and removable, and shall be removed upon expiration, cancellation, revocation or termination of this Permit. The placement of permanent improvements upon the Subject Land by Permittee is expressly prohibited; any permanent improvements so placed upon the Subject Land by Permittee shall be removed by Permittee without damage to the Subject Land or at the option of Permitter shall be forfeited and become the property of the State. Permittee shall remain liable for the cost of removal of all improvements and for restoration of the Subject Land, as set forth more fully in Article 13.

6.2 If at any time after the execution of this Permit it is shown to the satisfaction of the State Land Commissioner that the Permittee herein has misrepresented, by implication or otherwise the value of any reimbursable improvements placed upon the land herein embraced and Permittee herein not being the owner of said improvements at the time of the execution of this Permit, this Permit shall be null and void, at the option of the State Land Commissioner, insofar as it relates to the land upon which said improvements are situated.

ARTICLE 7
CANCELLATION, TERMINATION & ABANDONMENT

7.1 If at any time after the execution of this Permit, it is shown to the satisfaction of the Commissioner, that there has been fraud or collusion upon the part of Permittee to obtain or hold this Permit at a lesser fee than its value, or through such fraud and collusion a former permittee of the Subject Land has been allowed to escape payment of the fee due for the use of said land by the former permittee, this Permit shall be null and void, at the option of the Commissioner, insofar as it relates to the land affected by said fraud or collusion.

7.2 Permittee shall give Permittor 25 days notice in writing in advance of the abandonment of said Subject Land or termination of these presents.

7.3 In the event any land affected by this Permit is reclassified by order of the State Land Commissioner, or sold, this Permit will automatically cancel as to the land reclassified or sold upon the issuance of a new lease or at the time of auction, whichever occurs first.

7.4 If Permittee should fail to keep the covenants and conditions herein set forth, the Commissioner, at his option, may cancel said Permit.

7.5 This Special Land Use Permit shall be terminable at will with 25 days written notice.

7.6 This contract is subject to cancellation pursuant to A.R.S. § 38-511.

ARTICLE 8
INSURANCE AND INDEMNITY

8.1 **Indemnity.** Permittee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "State of Arizona") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Permittee's occupancy and use of the Subject Land. It is the specific intention of the parties that the State of Arizona shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State of Arizona, be indemnified by Permittee from and against any and all Claims. It is agreed that Permittee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8.2 Insurance Requirements. Permittee shall procure and maintain for the duration of the Permit insurance against claims for injury to persons or damage to property which may arise from or in connection with this Permit. The insurance requirements herein are minimum requirements for this Permit and in no way limit the indemnity covenants contained in this Permit. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Permittee from liabilities that might arise out of this Permit. Permittee is free to purchase such additional insurance as Permittee determines necessary.

A. Minimum Scope and Limits of Insurance. Permittee shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability-Occurrence Form. The Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate:	\$2,000,000.00
Personal Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability:	\$1,000,000.00
Fire Damage (Any one fire):	\$500,000.00

The policy shall be endorsed to or automatically include the following as additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Permit, as their interests may appear."

The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions and its officers, officials, agents and employees for losses arising from the Permittee.

Each liability policy or policies shall be written on an occurrence basis. Furthermore, the minimum amount of coverage for the above shall be adjusted upward on Permitter's reasonable request to be made no more frequently than once every two (2) years so that such respective minimum amounts of coverage shall not be less than the amounts then required by statute or generally carried on similarly improved real estate in the County herein described, whichever is greater.

B. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

1. The Permittee's insurance coverage shall be primary insurance with respect to all other available sources.

2. Permittee's liability and indemnification obligations pursuant to this Permit shall not be limited by the coverage provided by Permittee.

C. Notice of Cancellation. Unless evidence of replacement coverage equivalent to or exceeding the requirements of the Permit is verified according to subsection E below, each insurance policy required by the insurance provisions of this Permit shall not be cancelled or reduced below the requirements of this Permit in coverage or in limits except after thirty (30) days' prior written notice has been given to the State of Arizona (ten (10) days prior written notice due to non-payment). Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved nonadmitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Permittee from potential insurer insolvency.

E. Verification of Coverage. Permittee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Permit. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before the Permit Term commences. Each insurance policy required by this Permit must be in effect at or prior to the commencement of the Permit and must remain in effect for the duration of the Permit. Failure to maintain the insurance policies as required by this Permit or to provide timely evidence of renewal will be considered a material breach of the Permit.

All certificates required by this Permit shall be sent directly to The Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. Permit number and location description are to be noted on the certificate of insurance. In the event a claim is presented against the state relating to this site or use of this site, or in the event a default has occurred under this Permit, the State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Permit at any time, thereafter, subject to such confidentiality as is permitted pursuant to applicable laws, rules and regulations.

F. Approval. Any modification or variation from the insurance requirements in this Permit shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Permit amendment, but may be made by administrative action.

G. Exceptions. In the event the Permittee or sub-Lessee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide Certificate of Self Insurance. If the Permittee or sub-Lessee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

H. Blanket Umbrella Policy. Anything in this Section to the contrary notwithstanding, any insurance which Permittee is required to obtain pursuant to this Section may be carried under a "blanket" or umbrella policy or policies covering other properties or liabilities of Permittee, so long as the "blanket" or umbrella policy or policies otherwise comply with the provisions of this Section and provided further that the policies provide for a reserved amount with respect to the Subject Land so as to assure that the amount of insurance required by this Section will be available notwithstanding any losses with respect to other property covered by the blanket policies.

ARTICLE 9 ENVIRONMENTAL MATTERS

9.1 For purposes of this Permit, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Permit, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance," "solid waste," "hazardous waste," "hazardous materials," "hazardous substances," "toxic materials," "toxic substances," "inert materials," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminants," "pesticides," "asbestos," "environmental nuisance," "criminal littering," or "petroleum products" as defined in Environmental Laws.

9.2 Permittee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality, and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Permittee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to the Permitter within ten business days of receipt of the permit; (3) provide copies of all documentation required by Environmental Laws to the Permitter within ten business days of Permittee's submittal and/or receipt of the documentation; (4) during the term of the Permit, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject

Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances by Permittee and its agents, employees or contractors, within the Subject Land without prior written authorization from the Permitter. Permittee shall use commercially reasonable efforts to preclude use of Permittee's portion of the Subject Land by unauthorized persons.

9.3 Permittee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Permittee and Permittee business and monitoring Permittee's continued compliance with applicable Environmental Laws. Upon request by the Permitter, Permittee shall make the Designated Compliance Officer available to discuss Permittee's compliance, answer any questions, and provide such reports and confirming information as the Permitter may reasonably request.

9.4 At any time, the Permitter may request the Permittee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Permittee shall pay the entire cost of the audit.

9.5 At any time during the term of the Permit, the Permitter may require Permittee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If, based upon the Phase I environmental assessment or its own independent investigation, the Permitter identifies any possible violation of Environmental Laws or the terms of this Permit by Permittee or its agents, employees, or contractors, the Permitter may require Permittee to conduct additional environmental assessments as the Permitter deems appropriate for the purpose of ensuring that the Subject Lands are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by the Permitter, shall be obtained for the benefit of both Permittee and the Permitter. A copy of the Phase I report shall be provided both to Permittee and the Permitter. The Permitter, in its sole discretion, shall have the right to require Permittee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws by Permittee or its agents, employees or contractors. If Permittee fails to obtain any assessments required by the Permitter, Permittee shall pay the entire costs of any and all assessments required by the Permitter, notwithstanding the expiration or termination of the Permit.

9.6 Permittee shall defend, indemnify and hold the Permitter harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against the Permitter in any way relating to or arising out of any non-compliance with any Environmental Laws by Permittee or its agents, employees or contractors, the existence or presence of any Regulated Substance, on, under, or from the Subject Land due to the acts or omissions of

Permittee or its agents, employees or contractors, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land due to the acts or omissions of Permittee or its agents, employees, contractors or subcontractors.

9.7 This indemnity shall survive the expiration or termination of this Permit and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

9.8 In the event any action or claim is brought or asserted against the Permitter which is or may be covered by this indemnity, the Permittee shall fully participate, at Permittee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. For indemnified matters, all final decisions concerning the defense shall be reasonably approved by Permitter. The Permittee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Permit.

9.9 Prior to the termination of the Permit and in addition to those obligations set forth in Article 13.2, Permittee shall restore the Subject Land by removing any and all Regulated Substances deposited by Permittee or its agents, employees or contractors. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by the Permittee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance due to the acts or omissions of Permittee or its agents, employees or contractors, or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance due to the acts or omissions of Permittee or its agents, employees or contractors, the Permittee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that the Permittee first occupied the Subject Land, to the satisfaction of the Permitter. In any event, any damage, destruction, or restoration by Permittee shall not relieve Permittee from its obligations and liabilities under this Permit. The Permittee's restoration obligations under this Section shall survive the expiration or the termination of the Permit.

ARTICLE 10 PERMIT; SEVERABILITY

10.1 This Permit does not create a lease, easement, or other estate or right in the real property. In the event this document or any supplemental attachments contains any wording that a court of law interprets as creating a leasehold interest, that wording shall be void but shall not affect the remaining terms and conditions of the Permit.

ARTICLE 11
RESERVATIONS; RELINQUISHMENTS

11.1 Permittor excepts and reserves out of the Permit hereby made, all oils, gases, coal, ores, limestone, minerals, fossils and fertilizers of every name and description that may be found in or upon the Subject Land or any part thereof.

11.2 Permittor reserves the right to relinquish to the United States lands needed for irrigation works in connection with a government reclamation project, and to grant or dispose of rights of way and sites for canals, reservoirs, dams, power or irrigating plants or works, railroads, tramways, transmission lines, or any other purpose or use on or over the Subject Land.

ARTICLE 12
NATIVE PLANTS AND CULTURAL RESOURCES

12.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Permittee, Permittee's employees, and Permittee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Permittor pursuant to the terms of this Permit. Permittee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Permittor.

(b) Pursuant to A.R.S. § 41-844, Permittee shall report to the Director of the Arizona State Museum and Permittor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Permittee, Permittee's employees, or Permittee's guests, and shall, in consultation with the Director of the Arizona State Museum and Permittor, immediately take all reasonable steps to secure the preservation of the discovery.

12.2 (a) Permittee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Permittor. For undeveloped land, the Permittee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 *et seq.*, or any successor statutes) is necessary to the use of the Subject Land, Permittee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Permittee removes the native plants, the Permittee must pay a vegetation fee to the Permittor and this fee is not a reimbursable improvement.

(b) Permittee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 13
PERMITTEE SHALL PROTECT AND RESTORE SUBJECT LAND

13.1 In the event of known trespass on the Subject Land resulting in damage thereto, Permittee shall notify Permitter and appropriate law enforcement authorities.

13.2 Upon abandonment, cancellation, revocation or termination of this Permit, Subject Land shall be restored to its original condition, to the satisfaction of the Permitter. Such restoration shall include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris, deposited by Permittee on Subject Land. If Permittee fails to remove all such material, equipment, facilities, temporary structures, or debris within a reasonable period, as determined by the Permitter, they shall be forfeited and become the property of the State, but Permittee shall remain liable for the cost of removal of all materials and for restoration of the site.

ARTICLE 14
MISCELLANEOUS

14.1 It is understood by Permittee that the establishment of any water right, or rights, shall be by and for the State of Arizona, and no claim thereto shall be made by said Permittee; such rights shall attach to and become appurtenant to the Subject Land.

14.2 This Permit is granted subject to all the provisions and requirements thereto, and to the present laws relating to State Lands, and all amendments, revisions or repeals of all existing laws, the same as though they were fully set forth herein. No provisions of this Permit shall create any vested right in Permittee.

14.3 In the event of a dispute between the parties to this Permit, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

14.4 In any action arising out of this Permit, the prevailing party is entitled to recover reasonable attorneys' fees in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Permitter, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel, notwithstanding that it is represented by the Arizona Attorney General's Office or other salaried counsel.

14.5 This document is submitted for examination and shall have no binding effect on the parties unless and until executed by Permitter (after execution by Permittee), and a fully executed copy is delivered to the Permittee.

14.6 Permittee shall adhere to all rules, regulations, ordinances, and building codes as promulgated by local jurisdictions and any applicable agencies.

14.7 All of the covenants, conditions and agreements, attached to this Permit, shall be, become and are a part of the Permit, the same as though set forth in full over the signatures of the contracting parties hereto.

14.8 Every obligation of the State under this Permit 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 Permit, this Permit may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

14.9 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 21 November 2019
RUN TIME: 16:08 PM
PAGE: 1

KE-LEASE# 023-118970-03-100 APPTYPE: RENEWAL
AMENDMENT#: 0

=====

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
16.0-S-22.0-E-27-02-031-8011	M&B THRU E2SE (ACCESS 0.05AC 18-72418)	0.00	0.050
16.0-S-22.0-E-27-02-046-8037	ANTENNA IN NWSWNW (SITE 0.10AC) M&B THRU N2 (ACCESS 0.05AC 18-72418)	0.00	0.150
16.0-S-22.0-E-34-02-031-8012	M&B THRU E2NE (ACCESS 18-72418)	0.00	0.100
	TOTALS	0.00	0.300

IN WITNESS HEREOF, the parties hereto have signed this Permit effective the day and year set forth previously herein.

STATE OF ARIZONA, PERMITTOR
Arizona State Land Commissioner

COCHISE COUNTY
PERMITTEE

By: _____
Date

(SEAL)

Authorized Signature Date

Title

Address

City State Zip

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2020
Bowie Travel Center- Series 10 (Beer & Wine Store) Liquor License

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

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

Document Signatures: BOS Signature **# of ORIGINALS** 2
NOT Required **Submitted for Signature:**

NAME of PRESENTER: Melissa Tucker **TITLE of PRESENTER:** Administrative Assistant

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Ms. Andrea Dahlman Lewkowitz, for Bowie Travel Center, located at 1275 Business Loop I-10 Exit 366, Bowie, AZ 85605.

Background:

Ms. Andrea Dahlman Lewkowitz has applied for a (Beer & Wine Store), located at 1275 Business Loop I-10 Exit 366, Bowie, AZ 85605. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question are up to date.

The Development Services Department has recommended approval of the application. There have been no formal protests to this liquor license.

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

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

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Affidavit of Posting

Department Review Forms

State of Arizona
Department of Liquor Licenses and Control

Created 12/12/2019 @ 09:57:20 AM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	BOWIE TRAVEL CENTER	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	1275 BUSINESS LOOP I-10 EXIT 366 BOWIE, AZ 85605 USA	
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA	
Phone:	(520)847-2288	
Alt. Phone:	(602)200-7222	
Email:	ANDREA@LEWKLAW.COM	

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: BOWIE INC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: CORPORATION
AZ CC File Number: 1974693 State of Incorporation: AZ
Incorporation Date: 05/30/2019
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKWLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
IQBAL SINGH SAMRA	Director	50.00
JAGTAR SINGH SAMRA	Director	50.00

BOWIE INC - Director

Name: JAGTAR SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3080
Alt. Phone:
Email: BILLU711@YAHOO.COM

BOWIE INC - Director

Name: IQBAL SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3090
Alt. Phone:
Email: IQBALSAMRA57@YAHOO.COM

APPLICATION INFORMATION

Application Number: 88664
Application Type: New Application
Created Date: 12/12/2019

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.
Yes
- 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.
BOWIE HIGH SCHOOL
315 5TH ST BOWIE AZ 85605
2.3 MILES
- 4) Please provide name, address, and distance of nearest church.
BOWIE FIRST BAPTIST CHURCH
412 S CENTRAL AVE BOWIE AZ 85605
2 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.
\$400,000.00
LISA ELKMAN SILVERS
155 TRESANA BLVD UNIT 105 JUNIPER FL 33478
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

State of Arizona
Department of Liquor Licenses and Control

Created 12/12/2019 @ 09:57:25 AM

Local Governing Body Report

LICENSE

Number:	INP020009355	Type:	INP INTERIM PERMIT
Name:	BOWIE TRAVEL CENTER		
State:	Active		
Issue Date:	12/12/2019	Expiration Date:	03/26/2020
Original Issue Date:	12/12/2019		
Location:	1275 BUSINESS LOOP I-10 EXIT 366 BOWIE, AZ 85605 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(520)847-2288		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLAW.COM		

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: BOWIE INC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: CORPORATION
AZ CC File Number: 1974693 State of Incorporation: AZ
Incorporation Date: 05/30/2019
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKWLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
IQBAL SINGH SAMRA	Director	50.00
JAGTAR SINGH SAMRA	Director	50.00

BOWIE INC - Director

Name: JAGTAR SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3080
Alt. Phone:
Email: BILLU711@YAHOO.COM

BOWIE INC - Director

Name: IQBAL SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3090
Alt. Phone:
Email: IQBALSAMRA57@YAHOO.COM

APPLICATION INFORMATION

Application Number: 88666
Application Type: New Application
Created Date: 12/12/2019

QUESTIONS & ANSWERS

INP Interim Permit

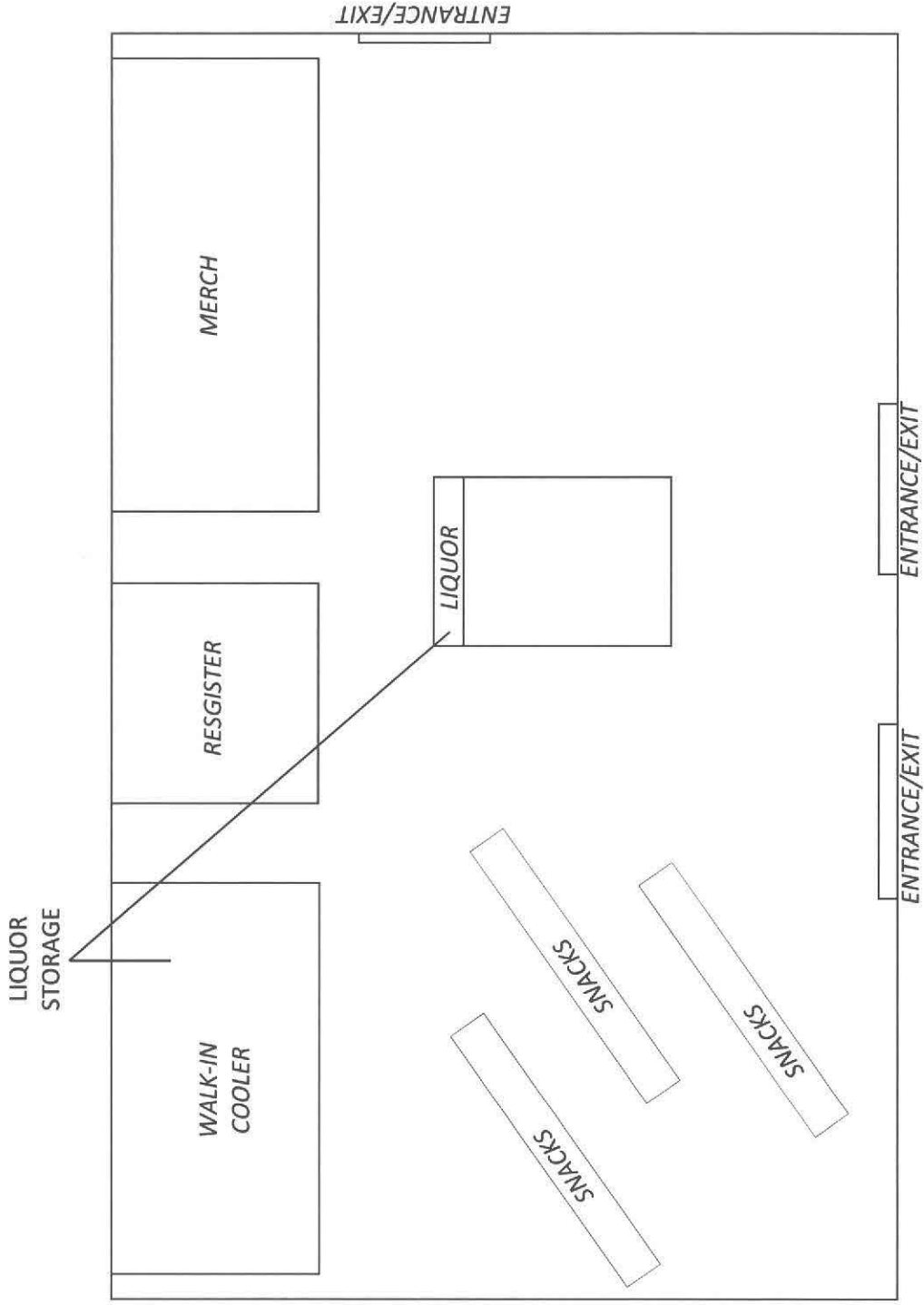
- 1) Enter License Number currently at location
10023136
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
No

BOWIE TRAVEL CENTER

1275 BUSINESS LOOP I-10, EXIT 366

BOWIE, AZ 85605

3500 SF





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

19 DEC 12 11:41 AM Lic. RM 9-56

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. *FP current 10-18-19*

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#: 88664

1. Check the Appropriate Box →

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

2. Name: LEWKOWITZ ANDREA DAHLMAN Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: ARIZONA

4. Place of birth: MANKATO MN USA Height: 5' 8" Weight: 140 Eyes: HZL Hair: BLN
City State COUNTRY (not county)

5. Name of current/most recent spouse: LEWKOWITZ HAROLD JEROME Birth Date: [REDACTED]
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: 04/1961

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

8. Business Name: BOWIE TRAVEL CENTER Business Phone: 520 / 847 / 2288

9. Business Location Address: 1275 BUSINESS LOOP I-10, EXIT 366 BOWIE 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)
01/2004	CURRENT	ATTORNEY	LEWKOWITZ LAW OFFICE PLC 2600 N CENTRAL DR, STE. 1775 PHOENIX, AZ 85004

(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

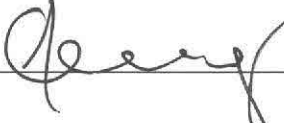
(ATTACH ADDITIONAL SHEET IF NECESSARY)

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**

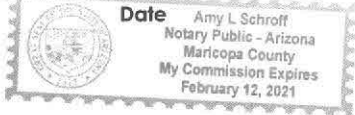
NOTARY

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 2 Day of December, 2019

My Commission Expires on: 02/12/2021



Date Amy L. Schroff
Notary Public - Arizona
Maricopa County
My Commission Expires
February 12, 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: _____



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

Andrea D. Lewkowitz
H.J. Lewkowitz

November 22, 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,


Andrea D. Lewkowitz

ADL/als

19 DEC 12 11:47 AM '06



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.

804-818

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#: 88664

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: SAMRA JAGTAR SINGH Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: CA

4. Place of birth: Logharh, Punjab India Height: 5-10 Weight: 220 Eyes: BLK Hair: BLK
City State COUNTRY (not county)

5. Name of current/most recent spouse: SAMRA SANDEEP KAUR Birth Date: [REDACTED]
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: _____
(818)219-3080 BILLU711@YAHOO.COM AP

7. Daytime telephone number: _____ E-mail address: _____ 520-847-2288

8. Business Name: 9-AGRE TRAVEL COMPLEX Bowie Travel Center AP Business Phone: 520 / 560 / 1010

9. Business Location Address: 1275 BUSINESS LOOP I-10 EXIT 366, BOWIE, AZ COCHISE 85605
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)
12/1998	CURRENT	SELF EMPLOYED	10415 EDGEBROOK WAY, NORTHRIDGE, CA 91326

(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
12/2004	CURRENT	10415 EDGEBROOK WAY, NORTHRIDGE, CA 91326

(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**

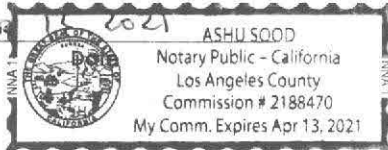
NOTARY

JAGTAR SINGH SAMRA

I (Print Full Name) _____ 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: Jagtar S Samra State of California County of Los Angeles
JAGTAR SINGH SAMRA The foregoing instrument was acknowledged before me this

My Commission Expires on: April 13, 2021 Day of November, 2019
 Day Month Year



Ashu Sood
Signature of Notary

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

JAGTAR SINGH SAMRA

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 DEC 12 04:14: PM '95

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.

800-818

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#: 88664

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: SAMRA IQBAL SINGH Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: CA

4. Place of birth: Logharh, Punjab India Height: 5-11 Weight: 220 Eyes: BLK Hair: BRN
City State COUNTRY (not county)

5. Name of current/most recent spouse: SAMRA SURINDER KAUR Birth Date: [REDACTED]
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: _____
(818)219-3090 IQBALSAMRA57@YAHOO.COM

7. Daytime telephone number: _____ E-mail address: _____

8. Business Name: BOWIE TRAVEL CENTER Business Phone: 520 / 847 / 2288

9. Business Location Address: 1275 BUSINESS LOOP I-10 EXIT 366, BOWIE, AZ COCHISE 85605
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)
12 / 1998	CURRENT	SELF EMPLOYED	8524 HELMAND DRIVE, WINNETKA, CA 91306

(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
12/1998	CURRENT	8524 HELMAND DRIVE, WINNETKA, CA 91306

(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**

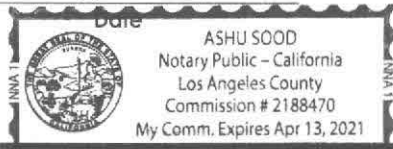
NOTARY

IQBAL SINGH SAMRA

I (Print Full Name) _____ 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: Iqbal S Samra State of California County of Los Angeles
IQBAL SINGH SAMRA The foregoing instrument was acknowledged before me this

My Commission Expires on: Apr 13 2021 21st Day of November, 2019
Date Day Month Year



Ashu Sood
Signature of Notary

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

PRINT NAME: IQBAL SINGH SAMRA SIGNATURE: Iqbal S Samra



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: 12-19-19 Date of Posting Removal: 1-9-20

Applicant's Name: LewKowitz Andrea Dahlman
Last First Middle

Business Address: 1275 Business Loop I-10 (Exit 366) Bowie 85605
Street City Zip

License #: Job # 88664

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

CHRIS SAYLER CODE COMPLIANCE OFFICER 520 803-3960
Print Name of City/County Official Title Phone Number

Chris Sayler 1-9-20
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.

12/19/2019

EXIT



RIETIES



PURE
KEY

25+

100
HC

VALLEY SECURITY
428-2142
New Climates
and More



299
EUBANK

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

XXAPPLICANT INFORMATION

Applicant Name: Andrea Dahlman Lewkowitz Address: 1275 Business Loop I-10 Exit 366
Business Name: Bowie Travel Center City/Zip: Bowie 85605
Liquor License #: Job #88664 Parcel #: 302-28-004
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: 12/23/2019
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: January 2, 2020

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: 1275 Business Loop I-10 Exit 366
Business Name: Bowie Travel Center City/Zip: Bowie 85605
Liquor License #: Job #88664 Parcel #: 302-28-004
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

Use permitted by P&Z? Y N

Date Permit Issued: N/A

If use not permitted, is it LNC? Y N

Zoning: RU-4

Permit#: N/A

Use Permitted: Convenience Store

Year LNC Established: 1972

- 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: December 23, 2019
Contact phone: 520.803.3960 Email: damaya@cochise.az.gov

Return completed form with any attachments by: January 2, 2020

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Andrea Dahlman Lewkowitz Address: 1275 Business Loop I-10 Exit 366
Business Name: Bowie Travel Center City/Zip: Bowie 85605
Liquor License #: Job #88664 Parcel #: 302-28-004
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 calls to the above location within the last 5-years.

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

Approval

Disapproval

No Recommendation

Name: Richard Morales

Title: Lieutenant

Signature: 

Date: 12/20/19

Contact phone: (520)353-5087

Email: RDMorales@cochise.az.gov

Return completed form with any attachments by:

January 2, 2020

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Andrea Dehlman Lewkowitz Address: 1275 Business Loop I-10 Exit 366
Business Name: Bowie Travel Center City/Zip: Bowie 85605
Liquor License #: Job #88664 Parcel #: 302-258-004
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: 12/20/19
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: January 2, 2020

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2020

9 Acre Travel Complex- Series 6 (Bar) Liquor License

Submitted By: Melissa Tucker, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: BOS **# of ORIGINALS** 2
Signature **Submitted for Signature:**
NOT Required

NAME of PRESENTER: Melissa Tucker **TITLE of PRESENTER:** Administrative Assistant

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

Docket Number (If applicable):

Information

Agenda Item Text:

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

Background:

Ms. Lewkowicz 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 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.

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Affidavit of Posting

Department Review Forms

State of Arizona
Department of Liquor Licenses and Control

Created 12/13/2019 @ 11:07:31 AM

Local Governing Body Report

LICENSE

Number:	06020080	Type:	006 BAR
Name:	9 ACRE TRAVEL COMPLEX		
State:	Pending		
Issue Date:		Expiration Date:	06/30/2020
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:	(560) 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: SAN SIMON 10 INC
Contact Name: ANDREA LEWKOWITZ
Type: CORPORATION
AZ CC File Number: 23037312 State of Incorporation: AZ
Incorporation Date: 11/27/2019
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:
IQBAL SINGH SAMRA	Director,Shareholder	50.00
JAGTAR SINGH SAMRA	Director,Shareholder	50.00

SAN SIMON 10 INC - Director,Shareholder

Name: JAGTAR SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3080
Alt. Phone:
Email: BILLU711@YAHOO.COM

SAN SIMON 10 INC - Director,Shareholder

Name: IQBAL SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3090
Alt. Phone:
Email: IQBALSAMRA57@YAHOO.COM

APPLICATION INFORMATION

Application Number: 88780
Application Type: Owner Transfer
Created Date: 12/13/2019

QUESTIONS & ANSWERS

- 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?
 Yes
 A Document of type INTERIM PERMIT is required.
- 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
 2226 I-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.
 TOTAL: \$3,075,000.00

 BMO HARRIS BANK - \$3,075,000.00
 1850 N CENTRAL AVE STE 1500 PHOENIX AZ 85004
- 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)
 NOT DISCLOSED \$ 35,000.00 CA-

State of Arizona
Department of Liquor Licenses and Control

Created 12/13/2019 @ 10:59:03 AM

Local Governing Body Report

LICENSE

Number:	INP020009365	Type:	INP INTERIM PERMIT
Name:	9 ACRE TRAVEL COMPLEX		
State:	Active		
Issue Date:	12/13/2019	Expiration Date:	03/27/2020
Original Issue Date:	12/13/2019		
Location:	2500 W BUSINESS I-10 SAN SIMON, AZ 85632 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(580)560-1010		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLAW.COM		

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: SAN SIMON 10 INC
Contact Name: ANDREA LEWKOWITZ
Type: CORPORATION
AZ CC File Number: 23037312 State of Incorporation: AZ
Incorporation Date: 11/27/2019
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:
IQBAL SINGH SAMRA	Director,Shareholder	50.00
JAGTAR SINGH SAMRA	Director,Shareholder	50.00

SAN SIMON 10 INC - Director,Shareholder

Name: JAGTAR SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3080
Alt. Phone:
Email: BILLU711@YAHOO.COM

SAN SIMON 10 INC - Director,Shareholder

Name: IQBAL SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3090
Alt. Phone:
Email: IQBALSAMRA57@YAHOO.COM

APPLICATION INFORMATION

Application Number: 88789
Application Type: New Application
Created Date: 12/13/2019

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
06020080
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
No

19 DEC 13 Ligr. Lic. #1150



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.

Fp Current 10/18/19

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 / # 88780

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: 04/1961

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

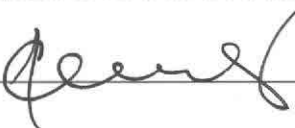
(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

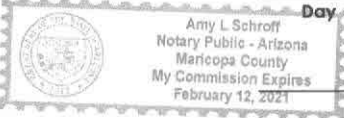
If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED


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 4 Day of NOVEMBER, 2019
 Date 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 DEC 13 11:47 AM Lic. #M1150



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

Andrea D. Lewkowitz
H.J. Lewkowitz

November 1, 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,


Andrea D. Lewkowitz

ADL/als



19 DEC 13 Lic. Lic. #1150

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.

804.818

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 / # 88780

1. Check the Appropriate Box

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

2. Name: SAMRA IQBAL SINGH Birth Date: [redacted]
Last First Middle (NOT a public record)

3. Social Security #: [redacted] Driver License #: [redacted] State: CA

4. Place of birth: Logharh, Punjab India Height: 5-11 Weight: 205 Eyes: BLK Hair: BRN
City State COUNTRY (not county)

5. Name of current/most recent spouse: SAMRA SURINDER KAUR Birth Date: [redacted]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No (checked) If yes, what is your date of residency: (818)219-3090 IQBALSAMRA57@YAHOO.COM

7. Daytime telephone number: 818-518-1010 E-mail address: 818 518 864E

8. Business Name: 9 ACRE TRAVEL COMPLEX Business Phone: [redacted]

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.

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). Row 1: 12/1998, CURRENT, SELF EMPLOYED, 8524 HELMAND DRIVE, WINNETKA, CA 91306

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Rev 12/3/19 CA

19 DEC 13 Lic. Lic. #1150
RESIDENTIAL Street Address

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
1998	CURRENT	8524 HELMAND DRIVE, WINNETKA, CA 91306

(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

AMENDMENT

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**

IQBAL SINGH SAMRA

I (Print Full Name) _____ 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: Iqbal S Samra State of California County of Los Angeles
IQBAL SINGH SAMRA The foregoing instrument was acknowledged before me this

My Commission Expires on: Apr 13 2021 Day of November, 2019
 Day Month Year



Ashu Sood
Signature of Notary

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

PRINT NAME: IQBAL SINGH SAMRA SIGNATURE: Iqbal S Samra

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
12 1998	CURRENT	8524 HELMAND DRIVE, WINNETKA, CA 91306

(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

IQBAL SINGH SAMRA

I (Print Full Name) _____ 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 _____ County of _____
IQBAL SINGH SAMRA The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date _____ Day of _____, _____
Date Day Month Year

[NOTARY SEAL HERE] Signature of Notary

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

PRINT NAME: IQBAL SINGH SAMRA SIGNATURE: *Iqbal S Samra*



19 DEC 13 11:50 AM

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.

804.818

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 / # 88750

1. Check the Appropriate Box

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

2. Name: SAMRA JAGTAR SINGH Birth Date: [Redacted] (NOT a public record)

3. Social Security #: [Redacted] Driver License #: [Redacted] State: CA

4. Place of birth: Logharh, Punjab India Height: 5-10 Weight: 220 Eyes: BLK Hair: BLK

5. Name of current/most recent spouse: SAMRA SANDEEP KAUR Birth Date: [Redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No (checked) If yes, what is your date of residency: (818)219-3080 BILLU711@YAHOO.COM

7. Daytime telephone number: (818)219-3080 E-mail address: BILLU711@YAHOO.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). Row 1: 12/1998, CURRENT, SELF EMPLOYED, 10415 EDGEBROOK WAY, NORTHRIDGE, CA 91326

(ATTACH ADDITIONAL SHEET IF NECESSARY)

RWE 12/13/19 CA

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
2004	CURRENT	10415 EDGEBROOK WAY, NORTHRIDGE, CA 91326

(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

JAGTAR SINGH SAMRA

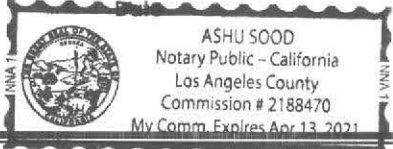
I (Print Full Name) _____ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Jagtar S Samra
JAGTAR SINGH SAMRA

State of California County of Los Angeles

My Commission Expires on: Apr 13, 2021

The foregoing instrument was acknowledged before me this 21st Day of November, 2019



Ashu Sood
Signature of Notary

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

PRINT NAME: JAGTAR SINGH SAMRA SIGNATURE: _____

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
12/2004	CURRENT	10415 EDGEBROOK WAY, NORTHRIDGE, CA 91326

(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

JAGTAR SINGH SAMRA

I (Print Full Name) _____ 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 _____ County of _____
JAGTAR SINGH SAMRA The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date _____ Day of _____ Month _____ Year _____

[NOTARY SEAL HERE] Signature of Notary _____

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

PRINT NAME: JAGTAR SINGH SAMRA SIGNATURE: *Justin S Samra*

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **SAL AZ Properties, LLC**, an Arizona limited liability company ("Seller"), and **San Simon 10 Inc.**, an Arizona corporation ("Buyer"), hereby sells, grants, and transfers to Buyer all right, title, and interest in and to Arizona Liquor License no. 06020080 (the "License").

Seller warrants it is the lawful owner of the License, the License is free and clear of all taxes, liens, encumbrances, and claims, and the undersigned is authorized to execute all documents necessary to effect the sale of the License on behalf of Seller.

This Bill of Sale shall be binding upon Seller, its successor and assigns, and shall inure to the benefit of Buyer, its successors, and assigns

SAL AZ Properties, LLC,
an Arizona limited liability company

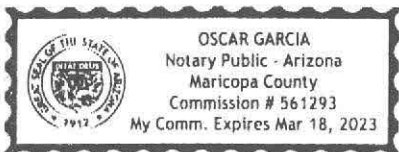
By 
Junaib Ahmed Rizvi, Member

STATE OF ARIZONA)
)
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 19th day of November, 2019,
by Junaib Ahmed Rizvi, on behalf of SAL AZ Properties, LLC.

My Commission Expires: Mar 18th 2023


Notary Public



4206.01.M. The director may issue a beer and wine store license to the holder of a bar license simultaneously at the same premises. An applicant for a beer and wine store license and a bar license may consolidate the application and may apply for both licenses at the same time. The holder of each license shall fully comply with this title. A beer and wine store license and a bar license on the same premises shall be owned by and issued to the same licensee. If a beer and wine store license and a bar license are issued at the same premises, for purposes of reporting liquor purchases under each license, all off-sale beer and wine sales are conclusively presumed to be purchased under the beer and wine store license.

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

BAR

License 06020080

Issue Date: 10/8/2019

Expiration Date: 6/30/2020

Issued To:

ANDREA DAHLMAN LEWKOWITZ, Agent
SAL AZ PROPERTIES LLC, Owner

Location:

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



Mailing Address:

ANDREA DAHLMAN LEWKOWITZ
SAL AZ PROPERTIES LLC
9 ACRE TRAVEL COMPLEX
2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA

EXP 6/30/2020



POST THIS LICENSE IN A CONSPICUOUS PLACE

19 DEC 13 14:14:15



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: 12-19-19 Date of Posting Removal: 1-9-20

Applicant's Name: LewKowitz Andrea Tahlman
Last First Middle

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

License #: Job# 88780

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

CHRIS SAYLOR CODE COMPLIANCE OFFICER 520 803 3960
Print Name of City/County Official Title Phone Number

Chris Saylor 1-9-20
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.

WARNING
CONSUME ALCOHOLIC
BEVERAGES INCLUDING
INFILLED
PINKA, BEER, COOLERS
AND WINE
DURING PREGNANCY
CAN CAUSE
BIRTH DEFECTS

ATM

NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: *Thursday, December 19, 2019*
Wichita County Board of Supervisors
PLACE THE APPLICATION IN THE BOX AT THE
COUNTY COURTHOUSE, 200 S. 10TH ST., WICHITA, KS 67202
BY 5:00 PM, WEDNESDAY, DECEMBER 19, 2019.
IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE
CLERK OF COURTS, 200 S. 10TH ST., WICHITA, KS 67202
OR CALL 781-646-1234.

NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: *Thursday, December 19, 2019*
Wichita County Board of Supervisors
PLACE THE APPLICATION IN THE BOX AT THE
COUNTY COURTHOUSE, 200 S. 10TH ST., WICHITA, KS 67202
BY 5:00 PM, WEDNESDAY, DECEMBER 19, 2019.
IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE
CLERK OF COURTS, 200 S. 10TH ST., WICHITA, KS 67202
OR CALL 781-646-1234.

12/19/2019

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 # 88780 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.

XXX Yes No

If not, please attach pertinent documentation.

Comments:

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 1/10/2020
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: January 2, 2020

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 Lewkowicz Address: 2500 W. Business I-10
 Business Name: 9 Acre Travel Complex City/Zip: San Simon 85632
 Liquor License #: Job #88780 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:

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:	GB (General Business)
Use permitted by P&Z?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Permit#:	2016-1097
Date Permit Issued:	01/05/2017	Use Permitted:	Convenience Store and Gas Station
If use not permitted, is it LNC?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Year LNC Established:	N/A

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

Name: Dora V Amaya Title: Zoning Administrator
 Signature: Dora V Amaya Date: December 23, 2019
 Contact phone: 520.803.3960 Email: damaya@cochise.az.gov

Return completed form with any attachments by: January 2, 2020

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Andrea Dahlman Lewkowitz Address: 2500 W. Business 1-10
Business Name: 9 Acre Travel Company City/Zip: San Simon 85632
Liquor License #: Job #88780 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 calls to the above location within the last 5-years.

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

Approval

Disapproval

No Recommendation

Name: Richard Morales
Signature: 
Contact phone: (520)353-5087

Title: Lieutenant
Date: 12/20/19
Email: RDMorales@cochise.az.gov

Return completed form with any attachments by: January 2, 2020

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Andrea Dahlman Lewkowicz Address: 2500 W. Business I-10
Business Name: 9 Acre Travel Complex City/Zip: San Simon 85632
Liquor License #: Job #88780 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 EH Director
Signature:  Date: 12/20/19
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: January 2, 2020

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2020

9 Acre Travel Complex- Series 10 (Beer & Wine Store) Liquor License

Submitted By: Melissa Tucker, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: BOS **# of ORIGINALS** 2
Signature **Submitted for Signature:**
NOT Required

NAME of PRESENTER: Melissa Tucker **TITLE of PRESENTER:** Administrative Assistant

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Ms. Andrea Dahlman Lewkowitz, for 9 Acre Travel Complex, located at 2500 W. Business I-10, San Simon, AZ 85632.

Background:

Ms. Andrea Dahlman Lewkowitz has applied for a (Beer & Wine Store), located at 2500 W. Business I-10, San Simon, AZ 85632. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question are up to date. 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.

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

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Affidavit of Posting

Department Review Forms

State of Arizona
Department of Liquor Licenses and Control

Created 12/13/2019 @ 11:44:57 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	9 ACRE TRAVEL COMPLEX		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
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		

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: SAN SIMON 10 INC
Contact Name: ANDREA LEWKOWITZ
Type: CORPORATION
AZ CC File Number: 23037312 State of Incorporation: AZ
Incorporation Date: 11/27/2019
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:
IQBAL SINGH SAMRA	Director,Shareholder	50.00
JAGTAR SINGH SAMRA	Director,Sharholder	50.00

SAN SIMON 10 INC - Director,Shareholder

Name: JAGTAR SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3080
Alt. Phone:
Email: BILLU711@YAHOO.COM

SAN SIMON 10 INC - Director,Shareholder

Name: IQBAL SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3090
Alt. Phone:
Email: IQBALSAMRA57@YAHOO.COM

APPLICATION INFORMATION

Application Number: 88801
Application Type: New Application
Created Date: 12/13/2019

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.
Yes
- 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.
SAN SIMON SCHOOL (K-12) - 1.3 MILES
2226 I-10BL SAN SIMON AZ 85632
- 4) Please provide name, address, and distance of nearest church.
BOWIE FIRST BAPTIST CHURCH-14 MILES
412 S CENTRAL AVE BOWIE AZ 85605
- 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.
TOTAL: \$3,075,000.00

BMO HARRIS BANK - \$3,075,000.00
1850 N CENTRAL AVE STE 1500 PHOENIX AZ 85004
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

State of Arizona
Department of Liquor Licenses and Control

Created 12/13/2019 @ 11:47:48 AM

Local Governing Body Report

LICENSE

Number:	INP020009366	Type:	INP INTERIM PERMIT
Name:	9 ACRE TRAVEL COMPLEX		
State:	Active		
Issue Date:	12/13/2019	Expiration Date:	03/27/2020
Original Issue Date:	12/13/2019		
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		

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: SAN SIMON 10 INC
Contact Name: ANDREA LEWKOWITZ
Type: CORPORATION
AZ CC File Number: 23037312 State of Incorporation: AZ
Incorporation Date: 11/27/2019
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:
IQBAL SINGH SAMRA	Director,Shareholder	50.00
JAGTAR SINGH SAMRA	Director,Shareholder	50.00

SAN SIMON 10 INC - Director,Shareholder

Name: JAGTAR SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3080
Alt. Phone:
Email: BILLU711@YAHOO.COM

SAN SIMON 10 INC - Director,Shareholder

Name: IQBAL SINGH SAMRA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (818)219-3090
Alt. Phone:
Email: IQBALSAMRA57@YAHOO.COM

APPLICATION INFORMATION

Application Number: 88802
Application Type: New Application
Created Date: 12/13/2019

QUESTIONS & ANSWERS

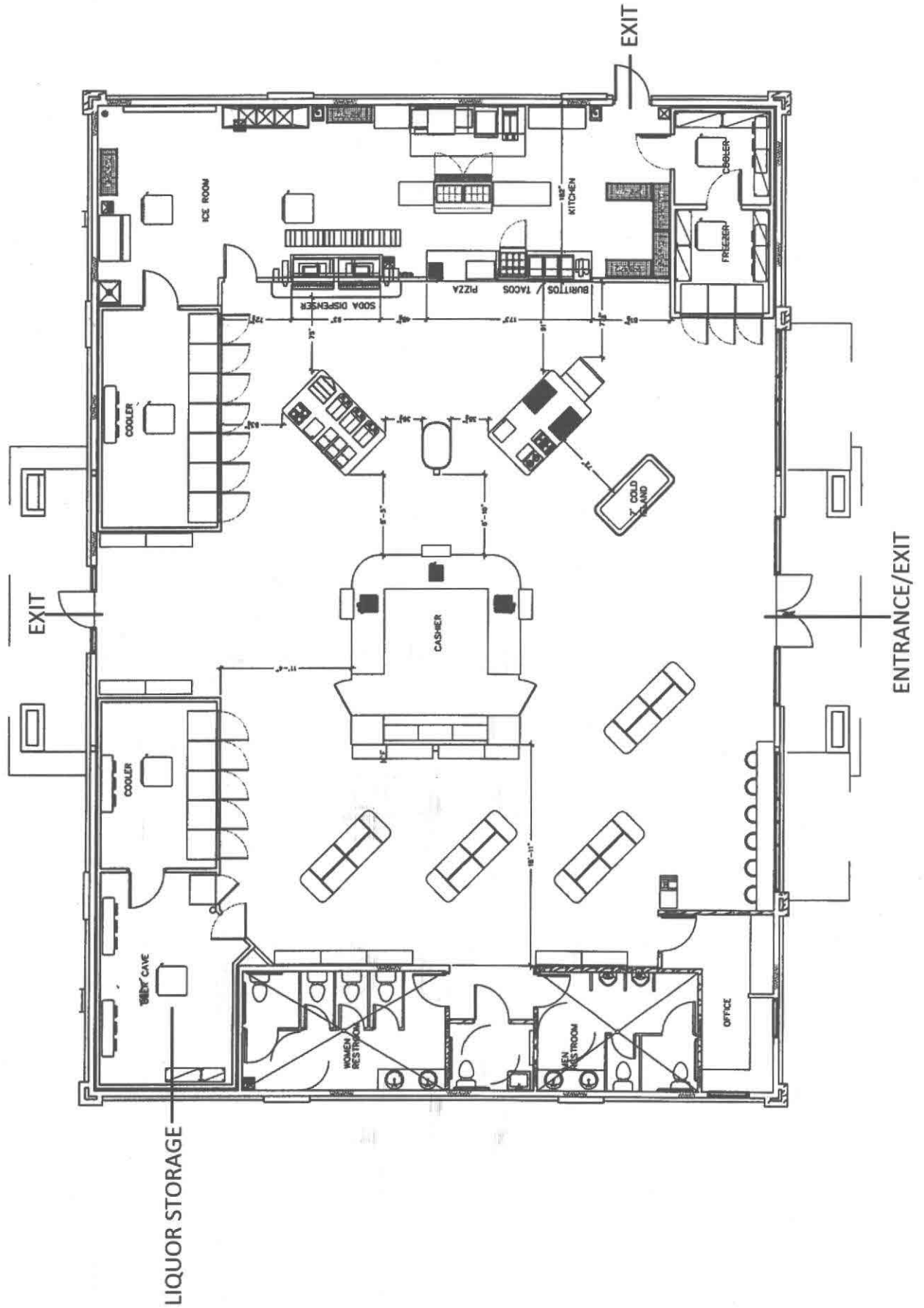
INP Interim Permit

- 1) Enter License Number currently at location
010020004939
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
No

*19 DEC 13 Lic. Lic. AM1152

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

5000 SF





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.

fp cement 16/18/19

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#: 88801

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Premises Manager. Agent is checked.

2. Name: LEWKOWITZ ANDREA DAHLMAN Birth Date: [Redacted]

3. Social Security #: [Redacted] Driver License #: [Redacted] 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: [Redacted]

6. Are you a bona fide resident of Arizona? [X] Yes [] No If yes, what is your date of residency: 04/1961

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). Row 1: 01/2004, CURRENT, ATTORNEY, LEWKOWITZ LAW OFFICE PLC, 2600 N CENTRAL DR, STE. 1775, PHOENIX, AZ 85004.

(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

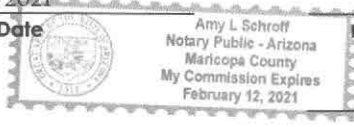
If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED


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 4 Day of NOVEMBER, 2019
Date 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 DEC 13 14:47, Lic. #1152



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

Andrea D. Lewkowitz
H.J. Lewkowitz

November 1, 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,


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

19 DEC 13 LIQ. LIC. #M1152

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.

804-818

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#: 88801

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: SAMRA IQBAL SINGH Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: CA

4. Place of birth: Logharh, Punjab India Height: 5-11 Weight: 205 Eyes: BLK Hair: BRN
City State COUNTRY (not county)

5. Name of current/most recent spouse: SAMRA SURINDER KAUR Birth Date: [REDACTED]
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: _____
 (818)219-3090 IQBALSAMRA57@YAHOO.COM

7. Daytime telephone number: (818)219-3090 E-mail address: IQBALSAMRA57@YAHOO.COM
 8. Business Name: 9 ACRE TRAVEL COMPLEX Business Phone: 818-518-8648 CA

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)
12/1998	CURRENT	SELF EMPLOYED	8524 HELMAND DRIVE, WINNETKA, CA 91306

(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
12/1998	CURRENT	8524 HELMAND DRIVE, WINNETKA, CA 91306

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

AMENDMENT

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

[Signature] **NOTARY**

IQBAL SINGH SAMRA

I (Print Full Name) _____ 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: Iqbal S Samra State of California County of Los Angeles
IQBAL SINGH SAMRA

My Commission Expires on: Apr 13 2021


The foregoing instrument was acknowledged before me this 21st Day of November, 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: IQBAL SINGH SAMRA SIGNATURE: Iqbal S Samra

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
1998	CURRENT	8524 HELMAND DRIVE, WINNETKA, CA 91306

(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

IQBAL SINGH SAMRA

I (Print Full Name) _____ 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 _____ County of _____
IQBAL SINGH SAMRA The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date _____ Day of _____, _____
Date Day Month Year

[NOTARY SEAL HERE] _____
Signature of Notary

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

PRINT NAME: IQBAL SINGH SAMRA SIGNATURE: *Iqbal S Samra*



19 DEC 13 11:49 AM 1152

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.

804, 818

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#: 88801

1. Check the Appropriate Box

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

2. Name: SAMRA JAGTAR SINGH Birth Date: [Redacted]
Last First Middle (NOT a public record)

3. Social Security #: [Redacted] Driver License #: [Redacted] State: CA

4. Place of birth: Logharh, Punjab India Height: 5-10 Weight: 220 Eyes: BLK Hair: BLK
City State COUNTRY (not county)

5. Name of current/most recent spouse: SAMRA SANDEEP KAUR Birth Date: [Redacted]
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: (818)219-3080 E-mail address: BILLU711@YAHOO.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.

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). Row 1: 12/1998, CURRENT, SELF EMPLOYED, 10415 EDGEBROOK WAY, NORTHRIDGE, CA 91326

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Rec 10/13/19 CA

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
12/2004	CURRENT	10415 EDGEBROOK WAY, NORTHRIDGE, CA 91326

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? Yes No
If you answered YES, then answer #13 below. If NO, skip to #14.
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202.4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

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

NOTARY

JAGTAR SINGH SAMRA

I (Print Full Name) _____ 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: Jagtar S Samra
JAGTAR SINGH SAMRA

State of California County of Los Angeles

The foregoing instrument was acknowledged before me this

My Commission Expires on: Apr 13 2021


21st Day of November, 2019
Day Month Year

Ashu Sood
Signature of Notary

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

PRINT NAME: JAGTAR SINGH SAMRA

SIGNATURE: Jagtar S Samra

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
2004	CURRENT	10415 EDGEBROOK WAY, NORTHRIDGE, CA 91326

(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

JAGTAR SINGH SAMRA

I (Print Full Name) _____ 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 _____ County of _____
JAGTAR SINGH SAMRA The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date _____ Day of _____, _____ Year _____
Date Day Month Year

[NOTARY SEAL HERE] _____
Signature of Notary

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

PRINT NAME: JAGTAR SINGH SAMRA SIGNATURE: *Justin S Samra*

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

BWASTR

License 010020004939

Issue Date: 6/13/2019

Expiration Date: 6/30/2020

Issued To:

ANDREA DAHLMAN LEWKOWITZ, Agent
SAL AZ PROPERTIES LLC, Owner

Location:

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



Mailing Address:

ANDREA DAHLMAN LEWKOWITZ
SAL AZ PROPERTIES LLC
9 ACRE TRAVEL COMPLEX
2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA

EXP 6/30/2020



POST THIS LICENSE IN A CONSPICUOUS PLACE

19 DEC 13 149. Lic. #01151



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: 12-19-19 Date of Posting Removal: 1-9-20

Applicant's Name: Lewkowitz Andrea Dahlman
Last First Middle

Business Address: 2500 LO. BUSINESS 1-10 San Simon 85132
Street City Zip

License #: Job# 88801

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

CHRIS AVILOR CODE COMPLIANCE OFFICER 520 803 3960
Print Name of City/County Official Title Phone Number

Chris Avilor 1-9-20
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.

12/19/2019

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: **Thursday, December 19, 2019**
APPLICANT: **Cricket Family Board of Supervisors**
MUNICIPALITY: **Cricket, Nevada**
LOCAL BOARD: **Cricket Local Board**

NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: **Thursday, December 19, 2019**
APPLICANT: **Cricket Family Board of Supervisors**
MUNICIPALITY: **Cricket, Nevada**
LOCAL BOARD: **Cricket Local Board**

WARNING
CONSUMING ALCOHOLIC BEVERAGES INCLUDING
COFFEES
WITH BEER COOLERS
AND WINE
DURING PREGNANT
CAN CAUSE
BIRTH DEFECTS

ATM

PHOTO THE FEMILES

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 #88801 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:

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: GB (General Business)
 Use permitted by P&Z? Y N Permit#: 2016-1097
 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:

- 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: December 23, 2019
 Contact phone: 520.803.3960 Email: damaya@cochise.az.gov

Return completed form with any attachments by: January 2, 2020

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 # 88801 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.

XXX Yes No

If not, please attach pertinent documentation.

Comments:

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 12/23/2019
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: January 2, 2020

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 Company City/Zip: San Simon 85632
Liquor License #: Job #88801 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 calls to the above location within the last 5-years.

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

Approval

Disapproval

No Recommendation

Name: Richard Morales

Title: Lieutenant

Signature: 

Date: 12/20/19

Contact phone: (520)353-5087

Email: Rdmorales@cochise.az.gov

Return completed form with any attachments by: January 2, 2020

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 #88801 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 EH Director
Signature:  Date: 12/20/19
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: January 2, 2020

Public Hearings 12.
Development Services

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2020

R-19-06 (Permit Exemptions- solid walls)

Submitted By: Robert Kirschmann, Development Services

Department: Development Services

Presentation: PowerPoint **Recommendation:** Approve

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

NAME of PRESENTER: Robert Kirschmann **TITLE of PRESENTER:** Planner II

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

Docket Number (If applicable): R-19-06
(Permit Exemptions-
solid walls)

Information

Agenda Item Text:

Adopt Zoning Ordinance 20-02 amending Article 17 (Administration) of the Cochise County Zoning Regulations.

Background:

Docket R-19-06 is a proposed amendment to Articles 17, specifically, Section 1704.01.N of the Cochise County Zoning Regulations.

At the Planning and Zoning Commission Hearing of December 11, 2019, the item was unanimously recommended to the Board for approval.

Section 1704.01 provides a list of items that are exempt from obtaining permits on **single family dwellings only**. These include such items as replacing or adding gutters, replacing appliances, installation of flooring, any many others. Included in this list is the following:

N. Wood, concrete block or wire fences up to seven-feet high unless on a corner lot. Solid fences or walls greater than three-feet in height on corner lots require an informational permit.

Although, still required to comply with floodplain requirements many residents see this exemption and do not go any further. This has resulted in fences and walls being constructed in the floodplain or across washes and has led to damage to both public and private property. Staff is proposing to modify the language to state:

N. Wood, concrete block or wire fences up to seven-feet high. If any of the following applies an informational permit is required:

1. *Located on a corner lot and greater than 3 feet in height;*
2. *Located within a designated FEMA Flood Hazard Area;*

3. *Located within a designated wash.*

This minor modification will make sure that an individual reading our regulations will know to check with Staff prior to constructing a wall or fence.

Department's Next Steps (if approved):

The Zoning Regulations will be updated to reflect the changes.

Impact of NOT Approving/Alternatives:

If the item is not approved the Zoning Regulation will remain unchanged.

To BOS Staff: Document Disposition/Follow-Up:

Please record the documents and return to the Planning Department.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Staff Report

Zoning Ordinance

PowerPoint



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

MEMORANDUM

TO: Board of Supervisors
FROM: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket R-19-06 (Permit Exemptions-solid walls)
DATE: January 16, 2020 for the January 28, 2020 meeting

I. BACKGROUND AND PROPOSED CHANGES

Docket R-19-06 is a proposed amendment to Articles 17, specifically, Section 1704.01.N of the Cochise County Zoning Regulations.

At the Planning and Zoning Commission Hearing of December 11, 2019 the item was unanimously recommended to the Board for approval.

Section 1704.01 provides a list of items that are exempt from obtaining permits on **single family dwellings only**. These include such items as replacing or adding gutters, replacing appliances, installation of flooring, any many others. Included in this list is the following:

N. Wood, concrete block or wire fences up to seven-feet high unless on a corner lot. Solid fences or walls greater than three-feet in height on corner lots require an informational permit.

Although, still required to comply with floodplain requirements many residents see this exemption and do not go any further. This has resulted in fences and walls being constructed in the floodplain or across washes and has led to damage of both public and private property. Staff is proposing to modify the language to state:

N. Wood, concrete block or wire fences up to seven-feet high. If any of the following applies an informational permit is required:

- 1. Located on a corner lot and greater than 3 feet in height;*
- 2. Located within a designated FEMA Flood Hazard Area;*
- 3. Located within a designated wash.*

This minor modification will make sure that an individual reading our regulations will know to check with Staff prior to constructing a wall or fence.

II. RECOMMENDATION

The Planning and Zoning Commission unanimously recommended approval of the amendment.

III. ATTACHMENT

Zoning Ordinance and Exhibit

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

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

ZONING ORDINANCE 20- ____
(Docket R-19-06)

**AMENDING ARTICLE 17 (ADMINISTRATION) OF THE COCHISE
COUNTY ZONING REGULATIONS**

WHEREAS, Section 802 of Title 11 of the Arizona Revised Statutes gives the County Board of Supervisors the authority to adopt zoning regulations to address land use; and

WHEREAS, the Cochise County Board of Supervisors originally adopted Zoning Regulations in Cochise County pursuant to that authority in 1975, and has with periodic modification, maintained them in effect since that time; and

WHEREAS, the Cochise County Board of Supervisors recognizes that amendment to the Zoning Regulations affect countywide land use patterns and therefore warrant careful consideration of regional impacts; and

WHEREAS, Article 17 of the Zoning Regulations currently provides a list of items exempt from permitting requirements; and

WHEREAS, Section 1704.01 N of the Zoning Regulations exempts certain fencing from permit requirements; and

WHEREAS, on December 11, 2019, the Planning and Zoning Commission held a duly noticed public hearing of these proposed amendments to the Zoning Regulations, known as Docket R-19-06 (Permit Exemptions-solid walls); and

WHEREAS, on January 28, 2020, the Board of Supervisors held a duly noticed public hearing of these proposed amendments to the Zoning Regulations, hereby know as Docket R-19-06 (Permit Exemptions-solid walls), and attached hereto as **Exhibit A**, which will amend Article 17 in the Cochise County Zoning Regulations and found them to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County, Arizona that the Cochise County Zoning Regulations shall be amended as contained in **Exhibit A**, attached hereto.

ZONING ORDINANCE 20-____

Re: Amending Article 17 of The Zoning Regulations (Docket R-19-06)

Page 2

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 28th day of January 2020.

Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Kim Lemons, CPCC
Clerk of the Board

Christine J. Roberts
Civil Deputy County Attorney

ZONING ORDINANCE 20-___

Re: Amending Article 17 of The Zoning Regulations (Docket R-19-06)

Page 3

EXHIBIT A

Proposed Update to the Cochise County Zoning Regulations

Section 1704.01

N. Wood, concrete block or wire fences up to seven-feet high. If any of the following applies an informational permit is required:

1. Located on a corner lot and greater than 3 feet in height;
2. Located within a designated FEMA Flood Hazard Area;
3. Located within a designated wash

COCHISE COUNTY

**R-19-06 Permit Exemption-
Solid Walls**

Board of Supervisors
January 28, 2019

Cochise County
Development Services



Public Programs...Personal Service

COCHISE COUNTY

Background

- Article 17, Section 1604.01 provides a list of exemption from permits
- Items include:
 - Re-roofing (no structural changes), residing, or replacing trim
 - Replacing windows (no structural changes)
 - Decks less than 30"
 - Flooring
 - Window awnings
 - One story detached structures, 200 square feet max, no utilities and
 - ***Wood, concrete block or wire fences up to seven-feet high unless on a corner lot. Solid fences or walls greater than three-feet in height on corner lots require an informational permit.***



COCHISE COUNTY



COCHISE COUNTY

Problem:



COCHISE COUNTY



COCHISE COUNTY

Solution:

N. Wood, concrete block or wire fences up to seven-feet high. If any of the following applies an informational permit is required:

- 1. Located on a corner lot and greater than 3 feet in height;*
- 2. Located within a designated FEMA Flood Hazard Area;*
- 3. Located within a designated wash.*



COCHISE COUNTY

Planning Commission Recommendation:

- ***On December 11, 2019 the Commission voted unanimously to recommend approval of the proposed text amendment.***



Regular Board of Supervisors Meeting

Meeting Date: 01/28/2020

Approve Ordinance Establishing Regulations and Licenses to Video Services Providers, Application and Affidavit, Service Agreement

Submitted By: Susana Stark, County Attorney

Department: County Attorney

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

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

NAME of PRESENTER: Christine J. Roberts **TITLE of PRESENTER:** Civil Deputy County Attorney

Docket Number (If applicable):

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

Information

Agenda Item Text:

Adopt Ordinance 050-20, Establishing Regulations and Licenses to Video Services Providers; Application and Affidavit for Uniform Services License; and Uniform Video Services Agreement, pursuant to Title 11, Chapter 14, of the Arizona Revised Statutes, §§ 11-1901, et seq.

Background:

Arizona SB 2229, passed into law in 2018, declared Video Service Providers a matter of statewide concern. The law mandated local authorities to adopt an Ordinance and uniform licensing form for Video Service Providers. The County Supervisors Associations, worked with Counties, other localities and industry stakeholders to develop the Uniform Video Service License and Application prescribed by State Law. While licensing is required to be uniform across the State, management of right-of-way activities and local revenues associated with this type of use will be preserved through each county's ordinance provisions.

Changes to State law allow incumbent cable operators to opt out of their current cable licenses and into the new Uniform Video Service License beginning in January 2020. Or, incumbent operators may choose to remain in their current license, until the license expires. Upon expiration of the current license, incumbent operators must apply for and obtain a Uniform Video Service License. As such, the Ordinance and the associated application and agreement is required by the Board of Supervisors to ensure Compliance with State law.

Department's Next Steps (if approved):

Provide the new Ordinance, application and agreements to the Clerk of the Board, and conduct training on the new statutes with the Clerk of the Board and her staff.

Impact of NOT Approving/Alternatives:

The County will not be in compliance with State Law.

To BOS Staff: Document Disposition/Follow-Up:

Have the Board Chair sign two originals and return to Christine Roberts in the County Attorney's Office.

Attachments

Application and Affidavit for Uniform Video Service License (CJR Draft 1.9.20) (SS formatted)
Uniform Service License Agreement (CJR Draft 1.13.19)(SS formatted)
Ordinance

Application and Affidavit for Uniform Video Service License
(Pursuant to Title 11, Chapter 14, Arizona Revised Statutes)

COCHISE COUNTY

I. Applicant:

Applicant's Name: _____

Principal Place of Business Address: _____

City: _____ State: _____ Zip: _____

Type of Entity: _____ Jurisdiction of Formation: _____

Phone: _____ E-mail: _____

II. Applicant's Principal Executive Officers or General Partners:

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

III. Person(s) Authorized to represent Applicant before County:

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

IV. Check one pursuant to Arizona Revised Statutes § 11-1911(c)(4):

_____ Applicant is an Incumbent Cable Operator, as provided in Arizona Revised Statutes § 11-1901(13); or

_____ Applicant is not an Incumbent Cable Operator. The date on which Applicant expects to provide Video Services in the Service Area identified below is: _____

V. For All Applications:

- A. In accordance with A.R.S. § 11-1911 (7), Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Services in the Services Area, including the forms required by 47 Code of Federal Regulations § 76.1801.
- B. The Term of the uniform video service license shall be ___ Years (10 or less).
- C. Applicant agrees to pay all lawful fees and charges imposed by the County.
- D. Applicant agrees to notify the County in writing of any changes to the information in items I-IV, above, within thirty (30) days after the change occurs, as provided in A.R.S. § 11-1914(B)(2).
- E. Provide an exact description of the Service Area, as identified by a geographic information system digital boundary that meets or exceeds national map accuracy standards. (Attach the description to this application, as Exhibit A.)

If the applicant is an incumbent cable operator, specify whether the Applicant elects under A.R.S. § 11-1914(C) to apply for a uniform video service license for service area that consists of the boundaries of the County: _____ .

Applicant Verification

I, _____, of lawful age, and being first duly sworn, now state: As a principal executive officer or general partner of the Applicant, I am authorized to and do hereby make the above statements and commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Signature: _____ Date: _____

Print name and Title: _____

County Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by the County this _____ day of _____, 20__.

Cochise County, Arizona

By: _____

Print Name and Title: _____

Address: _____

Phone: _____

E-mail: _____

If the County determines that the application and affidavit are incomplete, or otherwise deficient for failure to comply with Chapter 14 of Title 11 of the Arizona Revised Statutes, the County shall provide written notice to the Applicant, no later than fifteen (15) days after the date of filing of the application and affidavit.

Not later than 45 days after the date an Applicant files a completed application and affidavit, pursuant to A.R.S. § 11-1914, the County shall issue a uniform video service license to the Applicant in the form prescribed by A.R.S. § 11-1911. If the County does not notify the Applicant about the completeness of the video service license agreement within the time prescribed by statute or issue the agreement within the time period required under this subsection, the agreement shall be considered complete and issued to the Applicant in the form submitted.

Uniform Video Service License Agreement

This Uniform Video Service License Agreement ("Uniform License Agreement") is made this ____ day of _____, 20____, by and between the County of Cochise, a political subdivision of the State of Arizona ("Licensor") and _____, a _____ ("Licensee")

WHEREAS, Licensee has filed a completed application and affidavit under Title 11, Chapter 14, Arizona Revised Statutes (hereinafter the "Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License:

1. Terms that are not defined herein have the same meaning prescribed in the Licensing Statute.
2. The following appear on Exhibit A attached and incorporated herein by reference:
 - 2.1 The name of Licensee, the type of entity and its jurisdiction of formation.
 - 2.2 The address and telephone number of Licensee's principal place of business.
 - 2.3 The name and address of Licensee's principal executive officers or general partners and of any persons authorized to represent Licensee before Licensor.
3. The Service Area in which this Uniform License Agreement authorizes Licensee to provide Video Service consists of the Boundaries of Licensor, as identified on Exhibit B attached and incorporated herein by reference.

4. Licensee is required to pay the License Fees required under the Licensing Statute, and all other lawful fees and charges imposed by Licensor.
5. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations § 76.1801.
6. Licensee shall comply with and be subject to all valid and enforceable federal, state and local laws.
7. Licensee shall comply with all generally applicable, non-discriminatory local laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.
8. Licensee shall comply with the public, education and government programming requirements of the Licensing Statute.
9. Licensee shall comply with all customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations § 76.309(c) applicable to Cable Operators.
10. Licensee shall comply with the consumer privacy requirements of 47 United States Code § 551 applicable to Cable Operators.
11. Licensor hereby grants Licensee the authority to provide Video Service in the Service Area that is described in Exhibit B of this Uniform License Agreement.
12. Licensor grants Licensee authority to use and occupy the highways in the delivery of video service, subject to all applicable law and regulations including the laws of this State and the police powers of the County.
13. The term of this Uniform License Agreement is _____ years and shall begin on the date hereof.
14. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute.

15. Licensee acknowledges that this Uniform License Agreement is subject to Arizona Revised Statutes § 38-511, incorporated herein by reference.

Issued this _____ day of _____ 20____.

LICENSOR:

LICENSEE:

By: _____

By: _____

EXHIBIT A

[COMPLETED APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE]

EXHIBIT B

[SERVICE AREA]

ORDINANCE 050-20
ESTABLISHING REGULATIONS FOR THE ISSUANCE OF LICENSES TO VIDEO SERVICE PROVIDERS TO CONSTRUCT, INSTALL AND OPERATE VIDEO SERVICE NETWORKS ALONG, ACROSS, UNDER AND UPON HIGHWAYS IN COCHISE COUNTY

WHEREAS, The State of Arizona enacted Title 11, Chapter 14 of the Arizona Revised Statutes (“A.R.S.”), declaring that licensing of video service providers and the regulation and use of video services are matters of statewide concern; and

WHEREAS, The State of Arizona has required that all Counties adopt new video service provider affidavits, applications, and licenses; and enact a local law in order to be able to continue to collect licensing fees to compensate the County for the use of its highways.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. DEFINITIONS: For purposes of this Ordinance, the terms used herein have the meaning specified in Title 11, Chapter 14 of Arizona Revised Statutes (hereinafter referred to as the “Licensing Statute”).

2. AUTHORITY TO GRANT LICENSE: Pursuant to A.R.S. § 11-1911, the Board of Supervisors for Cochise County has the authority to issue non-exclusive uniform video service licenses to persons to provide video service and to construct and operate video service networks along, across, under and upon highways (as defined in A.R.S. § 11-1901) in Cochise County and to regulate these activities.

3. APPLICATION FOR LICENSE: Each application for a License under this Ordinance shall be filed with the Clerk of the Board of Supervisors for Cochise County and shall contain the information required by the affidavit, application and license approved by the Board of Supervisors, and as required by A.R.S. § 11-1911.

4. LICENSE TERMS: Any license issued by the authority of this Ordinance shall contain at a minimum: the terms of the License, and a description and map of the Licensee’s service area.

5. NON-EXCLUSIVE LICENSE: Neither the granting of any license, nor any of the provisions contained herein, shall be construed to prevent the County from granting a License to any other Person embracing the same service area.

6. CONSTRUCTION:

A. PERMITS, AUTHORIZATIONS AND FEES: Before initiating any construction related activities, the Licensee shall obtain all necessary permits and authorizations and pay any applicable fees in accordance with Cochise County resolutions, regulations and ordinances as are, or may be, established by the Board of Supervisors.

B. COMMENCEMENT OF SERVICE: Not later than twenty-four (24) months after issuance of a uniform video service license or an amended uniform video service license, the holder of the uniform video service license shall offer and provide video service to at least one subscriber within each service area authorized by the uniform video service license or amended uniform video service license (unless the holder cannot meet the requirement for reasons beyond the holder's control). If a holder fails to comply with this section, Cochise County may revoke the holder's uniform video service license for all affected service areas.

C. REPAIR OF HIGHWAYS AND PUBLIC WAYS:

1. Any and all highways, public streets, roads, alleys, public ways or places in the Service Area which are disturbed by the Licensee shall be repaired by the Licensee at its expense and in accordance with such Cochise County resolutions, regulations, and ordinances as are or may be established by the Board of Supervisors, and in accordance with the permit specifications set forth by Cochise County to restore the roadway to its condition before being disturbed. Licensee shall bear all reasonable costs associated with the repair or restoration of damage cause by Licensee. Before any public street, road, alley or other public way or place is disturbed, the Licensee may secure from the County a statement of the current condition, composition and construction of the highway, public street or place, which statement shall be the standard of reconstruction to which the Licensee shall conform. The County and the Licensee may also agree in writing to the time that will be allowed for repair or reconstruction, and any

such agreed upon period shall be deemed to be “reasonable” under (3) hereof. The Licensee shall bear the costs of inspections, including those resulting from *bona fide* complaints, if any.

2. Notwithstanding the foregoing, if emergency response work or repair becomes necessary in, on, under or over any highway as defined in the Licensing Statute, a video service provider may begin that work or repair without prior approval from the County, if the video service provider notifies the County as promptly as reasonably possible after learning that the work or repair is necessary.
3. Upon the failure of the Licensee to cause any work or other act required by law, this Ordinance, or its License, to be properly completed within a reasonable time, the Board of Supervisors may cause said work or other activity to be completed in whole or in part to the satisfaction of the Board of Supervisors, and upon so doing shall submit to Licensee an itemized statement of the cost thereof. The Licensee shall, within thirty (30) days after mailing of the statement, pay to the County the entire amount.
4. The County Engineer is authorized to permit underground installation of cables at a minimum depth of thirty-six inches (36"). The County Engineer may permit a lesser depth if the County Engineer determines that said installation will not interfere with County street maintenance or construction. As-built drawings indicating cable locations and depths must be supplied, without cost, to the County Engineer upon completion of the system and updated to reflect system expansion. Licensee shall hold Cochise County harmless for damages to Licensee's system which result from the County's street maintenance, improvement or construction
5. The County Engineer will notify the Licensee if it is determined that any cable is located at a depth which interferes with street construction, improvement or maintenance. Any such cable shall be removed, relocated and buried at a sufficient depth promptly upon receipt of notice. If cable must be relocated due to street construction, improvement or maintenance, or because of inadequate depth, the Licensee shall bear all costs of relocation.

7. ALLOWED WI-FI EQUIPMENT: On application, the County shall issue to a video service provider or its affiliate a permit to attach Wi-Fi radio equipment to the video service network in the highways within the County. The permit shall allow installation, operation and maintenance of allowed Wi-Fi radio equipment. In addition to meeting general health and safety requirements, all allowed Wi-Fi radio equipment at a single location must fit within a fifteen-inch cube and be contained entirely within a ground-mounted pedestal or be connected directly to and mounted at the same height as one of the video service provider's aerial horizontal conductors.

8. MAINTENANCE AND COMPLAINTS: The Licensee shall:

A. Put, keep and maintain all parts of the video service network in good condition throughout the entire period of the License.

B. Render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

C. Investigate and resolve complaints regarding quality of service, equipment and other similar matters promptly.

D. In all other respects comply with applicable local, state and federal laws and regulations.

E. Provide each subscriber with a statement that delineates the process for submitting a complaint that specifies that the subscriber may submit complaints about video service to any of the following: the provider, the federal communications commission, the attorney general, the County where the subscriber resides, and any other authority as provided by law.

F. Upon written request of the Board of Supervisors, file a written report as to any complaint designated in the request, giving a detailed description of the complaint, the way it has been resolved, and the time required to make the necessary repairs or adjustments. The report shall be returned no more than ten (10) business days after receipt of the request by Licensee.

9. ANNUAL LICENSE FEE:

A. In consideration of the fact that the public highways, streets, roads, and alleys of the County will be used by video service providers and holdover cable operators (hereinafter "Licensee"); and that said highways, streets, roads and alleys are valuable public properties acquired and/or maintained by the County at great expense to its taxpayers, and in consideration of the costs incurred by the County in regulating and administering each License and the authority granted by the Licensing Statute, each Licensee shall pay to the County the following amounts: Licensee shall pay to the County on an annual basis as and for a license fee a sum representing five percent (3%) of Licensee's gross revenue as defined in A.R.S. § 11-1901(A)(9). Payment shall be due in two (2) annual installments, on July 15 and on January 15 for the preceding six (6) months of the year in which such installments are due. Amounts due will be delinquent if not paid within 30 days of the due date. Delinquent payments shall bear interest at the federal short-term rate, determined pursuant to 26 United States Code section 6621(b), plus three percentage points.

If at any time during the term of a License the Board of Supervisors determines that the fee should be adjusted to an amount not to exceed the legal limit for such fees, the Licensee shall commence paying the adjusted fee following sixty (60) days written notice from the County. In no event shall the fee exceed the maximum fixed by applicable law.

A video service provider shall have the right to offset the following fees and charges imposed by the County and paid by Licensee during the preceding billing period against the next license fee payment made: rental, application, construction, permit, inspection, inconvenience and other fees and charges paid to the County related to the video service provider's use or occupancy of the highways.

B. Every three years, Cochise County, on reasonable written notice, may audit the business books and records of a video service provider to the extent necessary to ensure payment of license fees pursuant to this section. Any audit of a period before issuance of a uniform video service license shall be conducted pursuant to the local laws in effect during that period.

10. DURATION OF LICENSE: The term of any License shall be the term requested by the applicant and stated in the License. The term of a License may be extended. To extend a License, the holder of the uniform video service license shall file with the Clerk of the Board of Supervisors, at least one month before the end of the term

of the License, a notice to extend the term for a specified period not to exceed ten years. Effective on the date the holder files the written notice with the Clerk, the term will automatically be extended for the specified period from and after the date of the end of the then- current term.

11. LIABILITY INSURANCE: Each Licensee shall be required to maintain for the duration of the License general comprehensive liability insurance including operations and completed operations coverage, against all damages charged to the County or the Licensee resulting from the installation, construction, development, maintenance, relocation or expansion of a Licensee's video service network and all associated equipment and facilities as follows:

- A. One million (\$1,000,000) dollars for bodily injury or death to any one person, or property damage to any one person; with an aggregate limit for any one occurrence of Two Million Dollars (\$2,000,000) for bodily injury, death or property damage.
- B. Five hundred thousand dollars (\$500,000) for all other types of liability.

The County shall be named in all such policies as an additional insured. A certificate of insurance for each policy shall be filed with the Highways Department and the Risk Management Department. A copy of the policy shall be provided upon request. Each certificate shall provide that if the policy it covers should be cancelled during the term of the policy, thirty (30) days advance written notice prior to the effective date of cancellation shall be given to the County Risk Management Department and the Highways Department.

12. INDEMNIFICATION: To the fullest extent permitted by law, Each Licensee (as "indemnitor") shall defend, indemnify and hold harmless Cochise County (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors and assigns ("indemnified group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions (collectively "Claims") including but not limited to work, services, acts, errors, mistakes or omissions in the installation, construction, development, maintenance, relocation or expansion of Licensee's video service network

by anyone directly or indirectly employed by or contracting with the indemnitor, or any person whose acts and liabilities are the obligation of the indemnitor.

If any claim, action or proceeding is brought against the Indemnified group, indemnitor shall have a duty, at its sole cost and expense, to resist or defend such claim or action on behalf of the Indemnified group. However, the indemnitor shall have no obligation to indemnify the Indemnified Group for the Indemnified Group's passive negligence.

13. COMPLIANCE WITH REGULATION: The provisions of this Ordinance shall be construed as consistent with any rule or regulation of the FCC. Any FCC Rule inconsistent with the terms herein is deemed to automatically amend the inconsistent term contained herein. Any License issued pursuant to the Ordinance is subject to all FCC Rules and Regulations.

14. ADDITION TO SERVICE AREA: To add one or more new service areas to a uniform video service license, the holder shall file with the Clerk of the Cochise County Board of Supervisors an application for an amendment to the uniform video service license to add each new service area.

15. TRANSFER OF LICENSE: Except as otherwise provided in this section or otherwise required by federal law a uniform video service license is fully transferable. To transfer a License, the holder shall file with the Clerk of the Cochise County Board of Supervisors written notice of the transfer of the uniform video service license. On the filing of notice, the transferee shall become the holder.

16. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any License hereunder is for any reason illegal, invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and it shall not affect the validity of the remaining portions hereof.

17. CONFIDENTIALITY: Any information of a financial or personal nature which is identified as confidential information at the time it is provided Cochise County or the Board of Supervisors for the purposes of this Ordinance will be used only for the purposes prescribed by this Ordinance and will not be published or provided orally or in writing to any other person or entity, except the FCC. In addition, all critical infrastructure information shall be treated in accordance with A.R.S. §11- 1932.

18. RIGHTS RESERVED TO THE COUNTY: Without limitation upon the rights which the County may otherwise have, the County does hereby expressly reserve the right to amend any section or provision of this Ordinance for any reason determined to be desirable by the County including, but not limited to: new developments in the areas of technology of video service networks, and any changes in Federal, State or Local laws, rules or regulations.

Nothing in this Ordinance shall abrogate the right of the County to perform any public works or public improvements of any description; be construed as a waiver of any codes or ordinances of the County or of the County's right to require any person to secure the appropriate permits or authorizations; or be construed as a waiver or release of the rights of the County in and to the highways, public streets, roads, alleys, public ways or places, including but not limited to the right to abandon or extinguish.

PASSED AND ADOPTED by the Board of Supervisors for the County of Cochise, Arizona this _____ day of _____, 2020.

Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlthe R. Morrison
Clerk of the Board

Christine J. Roberts
Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2020
Abatement of property taxes on certificate of clearance No. 2020-001.
Submitted By: Pam Munsey, County Treasurer
Department: County Treasurer

Presentation:	Recommendation:
Document Signatures:	# of ORIGINALS 2
	Submitted for Signature:
NAME	TITLE
of PRESENTER:	of PRESENTER:
Mandated Function?:	Source of Mandate
	or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the recommendation of the County Treasurer for the abatement of property taxes and interest on exempt property and the removal of property tax liens on Treasurer's Certificate of Clearance No. 2020-001.

Background:

Pursuant to A.R.S. 42-18352 after a diligent investigation and search by this Office and the Assessor's Office, we have determined that the property was exempt and not subject to the 2008 taxes. We are requesting the abatement of the 2008 property taxes on the Treasurer's Certificate of Clearance No. 2020-001 and authority to delete the taxes from the collection list.

Department's Next Steps (if approved):

If approved, sign the Treasurer's Certificate of Clearance No. 2020-001, and return copy to Treasurer's office.

Impact of NOT Approving/Alternatives:

Property was exempt and not subject to the 2008 taxes.

To BOS Staff: Document Disposition/Follow-Up:

Signature required on approved Certificate's of Clearance.

Budget Information

Information about available funds

Budgeted: <input type="radio"/>	Funds Available: <input type="radio"/>	Amount Available:
Unbudgeted: <input type="radio"/>	Funds NOT Available: <input type="radio"/>	Amendment: <input type="checkbox"/>

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2020
One-time Fixed Costs? (\$\$\$): 20923.58
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$):

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

A.R.S. 42-18352. Property was exempt and not subject to the 2008 taxes.

Attachments

Certificate_of_Clearance_2020-001

Certificate No. 2020-001
Date: January 15, 2020

TREASURER'S CERTIFICATE OF CLEARANCE
STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the property described below, that the ownership was transferred in error to SV Apartments LLC, property owner should have been Arizona State Land Dept, therefore the 2008 records/assessment should have been exempted. In accordance with A.R.S. 42-18351, I declare the tax on the property to be uncollectible and request approval to delete the tax, interest and penalties from my records.

Person assessed to: SV Apartments LLC

Doing business as: n/a

Extent of any lien on property: n/a

Property Description: Vacant land on Assessor's Parcel #106-46-022A1

<u>Tax Year</u>	<u>Delinquent Date of Tax</u>	<u>Tax Amount</u>	<u>Interest</u>	<u>Total Amount</u>
2008	2/25/2010	\$8,054.22	\$12,869.36	\$20,923.58
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Total Amount for Removal \$20,923.58


Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By: _____
Chairman, Board of Supervisors

Date: _____

PP005 (07/18)



County of Cochise
Office Of The County Assessor
P.O. Drawer 168 Bisbee, AZ 85603
Phone (520) 432-8650 Fax (520) 432-8698

Philip S. Leiendecker
Assessor

MEMO

TO: Treasurer/ Attn: Brenda Gojkovich-Brewster
FROM: Assessor/ Susanna Edsall
DATE: 8/17/15
RE: 106-46-022A

Parcel 106-46-022A was straight transferred in error to SV Apartments LLC for tax year 2008. The correct ownership for this parcel is Arizona State Land Dept, which are exempt from any taxes. The error was corrected for 2009 and forward, but show that back taxes are due for 2008. Please abate any taxes that are due for that year. I am including documents that show SV Apartments acquired parcel 106-46-022B. Records show correct for this parcel.

Thank you.



Cochise County Treasurer

Tax Statement

PARCEL: 10646022A1
ARIZONA STATE LAND DEPT
C/O M J HASSELL
1616 W MONROE
PHOENIX, AZ 85007

Legal Description:

STATE PLAT #25 TOWN CENTER SIERRA VISTA REP OF SURVEY BK13 PG4 TRACT 11 EXC FOR THE FLLW
 DESC PCL BEG AT THE SE COR OF TRACT 11 THN S89DEG 57MIN W1595.77' N00DEG 05MIN W40'
 S89DEG 57MIN W133.83 TO PT TANG CUR TO RT WITH A RAD OF 585.21' THN NWLY ARC DIST OF
 337.53' THN N56DEG 59MIN W71.01' N52DEG 17MIN E266.33' N40DEG 10 MIN E231.17' N27DEG 26MIN
 161.16' N06DEG 33MIN E104.10' N22DEG 04 MIN E110.52' N56DEG 51MIN E178.30' N80DEG 13MIN
 E167.60' N63DEG 40MIN E191.07' N86DEG 14MIN E96.91' S55DEG 50MIN E366.58' S71DEG 40MIN
 E59.45' N77DEG 01MIN E149.15' S71DEG 16MIN E326.01' S75DEG 30MIN E96.29' N15DEG 20MIN
 E126.87' N47DEG 19MIN E68.47' N79DEG 59MIN E47.36' S00DEG 02MIN E934.34' TO POB SEC 36-21-20
 13.253 AC

Year	Cert #	Status	Cert Date	Pur Date	Billed	Paid	Int/Fee	Due
2008	127558	AZ	02/25/10	02/25/10	8,054.22	.00	12,869.36	20,923.58
Purchaser: 99999								
2019		TAX			.00	.00	.00	.00
Parcel Total								20,923.58

Make remittance payable to: Cochise County Treasurer
 PO Box 1778
 Bisbee, AZ 85603
<http://www.cochise.az.gov/treasurer>

Please return this statement with your remittance.

Contact Info: (520) 432-8400 - (520) 432-8400 - trsweb@cochise.az.gov

If paid by last day of January 2020	Statement Total	20,923.58
--	------------------------	------------------

Regular Board of Supervisors Meeting**Engineering & Natural Resources****Meeting Date:** 01/28/2020

Amendment to KE&G contract for Robbs Road Improvement (#20-09-ENG-01)

Submitted By: Teresa Vasquez, Engineering & Natural Resources**Department:** Engineering & Natural Resources**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 0**Submitted for Signature:****NAME** Jackie Watkins, P.E**of PRESENTER:****TITLE** Director of**of PRESENTER:** Engineering**Mandated Function?:** Not Mandated**Source of Mandate
or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve a change order in the contract with KE&G Construction, Inc. for Robbs Road Improvements, in the amount of \$140,490, effective January 28, 2020.

Background:

On July 09, 2019, the Board approved contract #20-09-ENR-01 KE&G Construction to improve Robbs Road located south of Willcox. This project is to improve Robbs Road, a rural minor local road, from Kansas Settlement Road east to Wayward Winds for a total distance of 3 miles. The contract work consist of constructing a 28 foot wide, double bituminous surface treatment (DBST) road surface, installation of drainage improvements, driveways, all associated surveying, grading, traffic control, signing and striping, and other associated work as specified on the plans. The seeding item in the original bids was removed because that task was going to be completed by Public Works. However, with changes Public Works staff it was decided to add that item back to the contract. The original cost of seeding was \$45,500.00. After negotiating with KE&G and adjustments to the specifications KE&G will complete all seeding for \$34,500.00 a reduction of \$11,000.

After construction began, there was a conflict with a Southwest Gas line that resulted in the adjustment to the grade at the east end of the project. This then effected the access to four of the properties on the north side of the road. To provide the same access these properties owners had prior to the Robbs Road improvements requires the installation of culverts and asphalt to the four driveways across the improved drainage ditch along the north side of the road. The cost to install the culverts is \$71,850 and the cost for repairing/upgrading the driveways, after installing the culverts, is \$34,140.

These changes were not part of the original contract.

Department's Next Steps (if approved):

Provide procurement with an amendment to the original contract to reflect said changes.

Impact of NOT Approving/Alternatives:

Access will be difficult for four properties on the north side of Robbs Road.

To BOS Staff: Document Disposition/Follow-Up:

None.

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: FY20

One-time Fixed Costs? (\$\$\$): 140,490

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

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

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

Source of Funding?: 267-4000-421.100

Fiscal Impact & Funding Sources (if known):

The funding sources will be 267-4000-421.000 and 261-4110-9-421.000

Attachments

Change Order Details

Robbs CMP Cost

Robbs Road Asphalt Driveway Cost

Robbs Road Seeding Cost

Robbs Road Seeding backup cost



Cochise County Engineering & Natural Resources

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

JACKIE WATKINS, PE
Director

1/21/2020

The following document is to provide information supporting the pricing for the Robbs Road change orders that are being requested for Board approval which include seeding, driveway hard-surfacing, and culvert installation.

A. Seeding

- The original bid cost for seeding Robbs Road was \$4,550/Acre with 10 acres to be seeded, totaling \$45,500. This bid item was removed before Board approval as this task would be completed by Cochise County's Public Works Department. Due to staffing changes, seeding now needs to be completed by KE&G.
- The original scope for the seeding of Robbs Road was based on ADOT standard specifications as used on Davis Road. The Department adjusted the specification for Robbs Road and negotiated with KE&G to reduce the unit price to \$3,450/Acre for a total price of \$34,500 (\$11,000 less than the original bid):

B. Asphalt Driveways

- The original scope of the project included chip sealing all of the driveways. However, to increase durability for crossings over the drainage ditch it was determined that a 2" Thick MAG Spec. Asphalt (AC) will require less maintenance by county forces.
- KE&G's unit cost for the upgrades is \$22.76/SY (Square Yards) with 1,500 SY totaling \$34,140. The unit cost in tons is approximately \$216.00/Ton.
- Department cost estimation using ADOT pricing for the installation of AC for projects of similar size and scope determined that KE&G's cost was justifiable.

C. Corrugate Metal Pipe (CMP) Installation

- During construction, it was determined that the four eastern most driveways on the north side of Robbs Road would not be able to facilitate access due to grade adjustments caused by utility conflicts. To provide the same access these properties owners had prior to the Robbs Road improvements, installation of three (3) CMPs at each of these four locations is required.
- KE&G's unit cost for the installation of 28"x20" CMP squash (Equivalent to 24" round CMPs) is \$119.75/Linear Foot (LF), with 600 LF of CMP to be installed, for a total price of \$71,850.
- Department cost estimation using ADOT pricing for the installation of culverts for projects of similar size and scope determined that KE&G's cost was justifiable.



100% Employee Owned

3949 EAST IRVINGTON ROAD
 TUCSON, ARIZONA 85714
 (520) 748-0188
 FAX (520) 748-8975

1601 PASEO SAN LUIS
 SIERRA VISTA, ARIZONA 85635
 (520) 458-9594
 FAX (520) 458-2362

To: Cochise County	Contact:
Address: 1415 Melody Lane, Building "C" Bisbee, AZ 85603	Phone: (520) 432-8391
Project Name: Cochise County - Robbs Road Culvert Installation	Bid Number:
Project Location:	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Option #2 - Install 28" X 20" CMP Squash					
1	Install 3 EA 28" X 20" CMP Squash At 4 Driveway Locations	600.00	LF	\$119.75	\$71,850.00
Total Price for above Option #2 - Install 28" X 20" CMP Squash Items:					\$71,850.00

Notes:

- Proposal is based upon request by Cochise County and locations/lengths of culverts provided by Cochise County to install 3 EA 28" by 20" CMP in 4 driveway locations Sta. 104+86, 124+64, 128+97, 144+13. This is to accommodate the local residents as directed by Cochise County. Rip Rap will be paid per already existing bid item in original estimate, per adjusted quantity of complete in place.
- Add Alternates
Pricing includes demolition and removal of headwalls already constructed if needed.
- If accepted this will require an additional 2 weeks of time to be added to the project time to procure the materials and complete the installation.
- Prices are based upon execution of a mutually acceptable contract.
- Any increase in materials pricing included in this proposal, which is beyond our control, will be passed on to the owner.
- Price Excludes: Engineering, Survey, Over-Excavation, Cost of Construction Water, Landscape Establishment, Seeding, and Herbicide.
- Proposal Includes: Labor, Equipment, Materials, Supervision, Bond and Sales Tax.
- Due to existing grades and conditions, we will not be responsible for 100% drainage of surface water following installation of CMP pipes. This is due to the modifications made to the original drainage plans.
- Pricing is valid until 12/30/2019.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: KE&G Construction, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
--	---



100% Employee Owned

3949 EAST IRVINGTON ROAD
 TUCSON, ARIZONA 85714
 (520) 748-0188
 FAX (520) 748-8975

1601 PASEO SAN LUIS
 SIERRA VISTA, ARIZONA 85635
 (520) 458-9594
 FAX (520) 458-2362

To: Cochise County	Contact:
Address: 1415 Melody Lane, Building "C" Bisbee, AZ 85603	Phone: (520) 432-8391
Project Name: Cochise County - Robbs Road Paving Alternate	Fax:
Project Location: Robbs Road, Willcox, AZ	Bid Number: 19-643
	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Place And Compact 2" Thick MAG Spec. Asphalt Northern Driveways (1,500 SY Min.)	1,500.00	SY	\$22.76	\$34,140.00

Total Bid Price: \$34,140.00

Notes:

- Proposal is based upon request from Cochise County to place asphalt in place of chipseal in the driveway types A and B per plan sheet 4 of 24. This proposal includes asphalt only to be placed on the already plan required ABC base, the 1,500 SY Min. is what we can provide at this unit price. Less quantities will cause the unit price to change based on Equipment required to complete the work having to move to the site regardless of the amount of paving.
- Prices are based upon execution of a mutually acceptable contract.
- Any increase in materials pricing included in this proposal, which is beyond our control, will be passed on to the owner.
- Price Excludes: Engineering, Survey, Soil Testing, SWPPP, Site Stabilization, Pavement Removal, Over-Excavation, Sub-Base Blending with Demolished Pavement, Off Site Export, Landscape Establishment, Seeding, Herbicide, and Permits.
- Proposal Includes: Labor, Equipment, Materials, Supervision, and Sales Tax.
- Pricing is valid until 11/20/2019.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: KE&G Construction, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Justin Wilson 520-458-9594 jwilson@kegtusv.com</p>
--	---



100% Employee Owned

3949 EAST IRVINGTON ROAD
 TUCSON, ARIZONA 85714
 (520) 748-0188
 FAX (520) 748-8975

1601 PASEO SAN LUIS
 SIERRA VISTA, ARIZONA 85635
 (520)458-9594
 FAX (520) 458-2362

To: Cochise County	Contact:
Address: 1415 Melody Lane, Building "C" Bisbee, AZ 85603	Phone: (520) 432-8391
Project Name: Cochise County - Robbs Road KE&G Performed Seeding	Bid Number: 19-660
Project Location: Robbs Road, Willcox, AZ	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Seeding	10.00	ACRE	\$3,450.00	\$34,500.00

Total Bid Price: \$34,500.00

Notes:

- KE&G Self Perform Seeding.
 Prices are based on Hydroseeding only, No application of Wheat/Barley Mulch after the hydroseed application.
 Tillage will be complete by using a three point hitch tow behind disk.
 Seed material will be per the attached mix.
- Prices are based upon execution of a mutually acceptable contract.
- Any increase in materials pricing included in this proposal, which is beyond our control, will be passed on to the owner.
- Price Excludes: Traffic Control, Engineering, Survey, Soil Testing, Site Stabilization, Landscape Establishment, Herbicide.
- Proposal Includes: Labor, Equipment, Materials, Supervision, and Sales Tax.
- Pricing is valid until 11/29/2019.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: KE&G Construction, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Larry Saunders, Justin Wilson</p>
--	---

Robbs Road Seed Mix Available-

Please see below seed mix design that is available to be applied by KE&G.

This will be applied with a hydro seeder along with the following materials:

Hydro Straw Mulch and Tackifier

24-18-2 w/ Slow Release N:

COMMON NAME	% of Mix
<u>Sand Dropseed</u>	30
<u>Green Sprangletop</u>	20
<u>Purple Threeawn</u>	
<u>Arizona Cottontop</u>	10
<u>Plains Bristlegrass</u>	10
<u>Desert Marigold</u>	
<u>Desert Globemallow</u>	5
<u>Fourwing Saltbush</u>	5

We do not include the Wheat/Barley that is to be spread after the Hydroseeding.

KE 3 G Construction, Inc

BID SCHEDULE ROBBS ROAD PRG #GR005 – IFB 20-09-ENG-01, Revision 1, 6/25/2019					
Item	Description	Est. QTY	Unit	Unit Cost	Total Cost
105008	Construction Stakes, Lines and Grading	1	L,Sum	54,000.00	54,000.00
107002	Stormwater Pollution Prevention Plan (SWPPP)	1	L,Sum	7,400.00	7,400.00
107065	Seeding	10	Acres	4,550.00	45,500.00
109010	Mobilization/Demobilization	1	L,Sum	86,500.00	86,500.00
401001	Pilot Car and Driver	40	HR	54.00	2,160.00
401025	Construction Temporary Traffic Control	1	L,Sum	11,300.00	11,300.00
401045	Flaggers	40	HR	56.50	2,260.00
401058	Changeable Message Boards for Public Information	14	Each Day	67.50	945.00
201001	Clearing and Grubbing	24	Acres	670.00	16,080.00
201007	Removal of Trees (Pecan Trees)	65	Each	130.00	8,450.00
202033	Removal of Minor Structures and Miscellaneous Structural Concrete	1	LS	2,050.00	2,050.00
205008	Roadway Excavation	19589	CuYd	9.55	187,074.95
211006	Fill Construction	5908	CuYd	2.95	17,428.60
220007	Riprap Construction	250	CuYd	145.00	36,250.00
301008	Subgrade Preparation	50833	SqYd	2.00	101,666.00
310051	Aggregate Base	8472	CuYd	67.50	571,860.00
330021	Asphalt Chip Seal (Low Volume Chip)	900	Ton	73.50	66,150.00
330022	Asphalt Chip Seal (High Volume Chip)	600	Ton	85.50	51,300.00
330070	Asphalt Binder (CRS-2)	180	Ton	730.00	131,400.00
340061	Concrete Ribbon Curbing (2 ft. Deep)	560	L.Ft.	32.00	17,920.00
340062	Concrete Ribbon Curbing (4 ft. Deep)	560	L.Ft.	52.00	29,120.00
350041	Removal of Existing Improvements (Pipes)	1	L,Sum	830.00	830.00
350042	Removal of Existing Improvements (Wooden Bridge Structure)	1	L,Sum	200.00	200.00
350043	Removal of Existing Improvements (Sign Post)	29	Each	33.50	971.50
350044	Removal of Existing Improvements (Fence)	5142	L.Ft.	.26	1,336.92
420010	New Wire Fence (Game Fence CC 161-1)	3877	L.Ft.	6.75	26,169.75
461010	Painted Pavement Markings (Yellow Line 6")	15650	L.Ft.	.20	3,130.00

KE?G Construction, Inc

461020	Painted Pavement Markings (White Line 6")	15650	L.Ft.	.20	3,130.00
464010	Roadside Sign Supports (U-Channel Sign Posts)	31	Each	75.50	2340.50
465010	Sign Panels	31	Each	150.00	4650.00

BID TOTAL 1,489,573.22

Regular Board of Supervisors Meeting

Meeting Date: 01/28/2020

State and Federal Legislation Discussion

Submitted By: Melissa Tucker, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V
Presentation

Recommendation:

Document Signatures:

of ORIGINALS

Submitted for Signature:

NAME na

TITLE na

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters listed or described in the attached County Supervisors Association Legislative Policy Committee Agenda, the Arizona Association of Counties (AACo) Legislative Policy Committee Agenda, and the proposed State budget, and other matters related thereto.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

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

LPC Agenda



County Supervisors

A S S O C I A T I O N
o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

**COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE
AGENDA
January 24, 2020
(Conducted Via Teleconference and Webinar)
Teleconference 1-669-900-9128
[Web Link](#)
County Supervisors Association
1905 W. Washington St.
Phoenix, AZ**

9:00 a.m. Call to Order ~ *President Rudy Molera*

- A) Overview of the Legislative Policy Committee
 - 1) Overview of the LPC
 - 2) [Roster of Committee Members](#)
- B) [Executive Budget/JLBC/Senate Majority Overview](#)
- C) CSA Legislative Agenda
 - 1) [CSA Legislative Budget Priorities](#)
 - a) [HB 2350 counties; committed youth contributions; repeal](#) (*Toma*)
 - b) \$3 million - Presidential Preference Election
 - c) Contain County ALTCS Contributions
 - d) Increase Transportation Investment
 - 2) PSPRS Unfunded Liability Expenditure Limit Relief (*Mesnard*)
 - 3) Short Term Vacation Rental Regulation (*Kavanagh & Brophy McGee*)
 - 4) Short Term Vacation Rental Tax Parity (*Mesnard*)
 - 5) Folder (#1673) Annexation Modification (*Pratt*)
 - 6) [HB 2123 appropriation; heritage fund.](#) (*Osborne*) / [SB 1085 appropriation; heritage fund](#) (*Brophy McGee*)
 - 7) [HB 2478 rural counties; transient lodging tax](#) (*Pierce*)
 - 8) [HB 2479 juvenile dependency; state aid; appropriation](#) (*Biasiucci*)
 - 9) [HB 2581 dangerous; incompetent person; evaluation; commitment](#) (*J. Allen*)
- D) Legislative Bills for Discussion
 - 1) [HB 2065 recorder; recording fees; lien fees](#) (*Kavanagh*)
 - 2) [HB 2099 property tax; mobile homes; delinquency](#) (*Griffin*)
 - 3) [HB 2352 centrally assessed property; valuation; pipelines.](#) (*Toma*) / [SB 1204 centrally assessed property; valuation; pipelines](#) (*Mesnard*)
 - 4) [HB 2468 law enforcement; prosecution; grants; acceptance](#) (*Payne*)
 - 5) [HB 2482 elderly homeowners; class six property.](#) (*Thorpe*)
 - 6) [SB 1019 prohibition; regulation; industrial hemp sites](#) (*Borrelli*)
 - 7) [SB 1116 TPT; exemption; public safety equipment](#) (*Borrelli*)
 - 8) [SB 1141 detention officers; arrest warrant; custody](#) (*Pratt*)
- E) Other Legislative Issues
- F) Next Meeting Date and Time (*Friday, January 31, at 9:00 a.m.*)
- G) Other Business
- H) Adjourn

CSA Bills

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2123	appropriation; heritage fund.				SPONSORS: OSBORNE			
HB2478	rural counties; transient lodging tax				SPONSORS: PIERCE			
HB2479	juvenile dependency; state aid; appropriation				SPONSORS: BIASIUCCI, ALLEN J			
HB2581	dangerous; incompetent person; evaluation; commitment				SPONSORS: ALLEN J			
SB1085	appropriation; heritage fund 1st Read: 01/13 APPROP None RULES None				SPONSORS: BROPHY MCGEE			
			2nd Read: 01/14					

LPC Bills for Consideration January 22, 2020

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2065	recorder; recording fees; lien fees							SPONSORS: KAVANAGH
	Comments: Summary: Establishes a county fee of \$9 for medical provider liens.							
HB2099	property tax; mobile homes; delinquency				1st Read: 01/13		2nd Read: 01/16	SPONSORS: GRIFFIN
					WM None			
					RULES None			
	Comments: Summary: States that a mobile home (1) without a recorded affidavit of affixture, (2) that is not placed on the real property roll, and (3) that is used as the owner's primary residence, shall have the county treasurer secure payment of its owner's unpaid delinquent taxes by (a) selling tax liens on the mobile home and (2) foreclosing the right to redeem. Specifies that insubstantial failure to comply with the statutes governing the sale of tax liens and foreclosure does not affect the validity of the assessment and levy of the taxes or the sale of a tax lien.							
HB2352	centrally assessed property; valuation; pipelines.				1st Read: 01/21			SPONSORS: TOMA, BOLICK, et al
					WM None			
					RULES None			
	Comments: Summary: Mirror bill (SB 1204) Establishes allowable adjustments to the value of a pipeline property, including: (1) a ruling by a court of competent jurisdiction that the property's full cash value is more than the appraised market value, (2) an agreement between a pipeline company and DOR as a result of a material change to the property, and (3) an agreement between a pipeline company and DOR to correct a material error or omission in the calculation of the base value.							
HB2468	law enforcement; prosecution; grants; acceptance							SPONSORS: PAYNE
	Comments: Summary: Prohibits a board of supervisors from rejecting/interfering with a law enforcement agency's or prosecution agency's receipt of federal grant monies, award monies, or other monies intended to supplement the budget.							
HB2482	elderly homeowners; class six property.							SPONSORS: THORPE
	Comments: Summary: Classifies property owned by an individual qualified for the senior valuation freeze program as Class 6, if the value of the property is less than \$600,000 and the property is the owner's primary residence.							

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1019	prohibition; regulation; industrial hemp sites 1st Read: 01/13 GOV None RULES None		2nd Read: 01/14					SPONSORS: BORRELLI
Comments: Summary: Prohibits cities, towns, and counties from imposing further regulations or restrictions on industrial hemp sites.								
SB1116	TPT; exemption; public safety equipment 1st Read: 01/13 FIN None APPROP None RULES None		2nd Read: 01/14					SPONSORS: BORRELLI
Comments: Summary: Exempts sales of public safety equipment purchased by a law enforcement agency, fire district, fire department, volunteer fire department, or emergency medical services provider from TPT and use tax.								
SB1141	detention officers; arrest warrant; custody 1st Read: 01/16 JUD None RULES None		2nd Read: 01/21					SPONSORS: LIVINGSTON, PRATT
Comments: Summary: Expands where an assigned detention officer acting in their official capacity is permitted to arrest a person pursuant to an existing warrant, including allowing said officer to arrest an individual (1) at a hospital facility and under law enforcement supervision/custody, (2) at a superior/justice/municipal court facility, and (3) visiting within a jail facility. The bill also allows a detention officer to take custody of a person remanded into custody by a judicial officer during a court proceeding.								
SB1204	centrally assessed property; valuation; pipelines							SPONSORS: MESNARD, ALLEN S, et al
Comments: Summary: Mirror bill (HB 2352) Establishes allowable adjustments to the value of a pipeline property, including: (1) a ruling by a court of competent jurisdiction that the property's full cash value is more than the appraised market value, (2) an agreement between a pipeline company and DOR as a result of a material change to the property, and (3) an agreement between a pipeline company and DOR to correct a material error or omission in the calculation of the base value.								

Ongoing LPC List

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2053	executive sessions; security plans.							SPONSORS: ESPINOZA
--------	-------------------------------------	--	--	--	--	--	--	--------------------

1st Read: 01/13	2nd Read: 01/16
TECH None	
GOV None	
RULES None	

Comments:

Summary: Allows a public body to hold an executive session to discuss matters (1) "relating to school safety operations ... school safety plans or programs" and emergency response plans, and (2) relating to building/facility and information technology security plans, procedures, assessments, measures, or systems. Specifies that notes and materials provided to public body representatives and related to building/facility/I.T. security are confidential and exempt from public disclosure.

Update: At the CSA Board meeting on 1/16/2020, the CSA Board voted to **SUPPORT** this bill.

HB2055	civil traffic violations; community restitution							SPONSORS: BIASIUCCI, BLACKMAN, et al
--------	---	--	--	--	--	--	--	--------------------------------------

1st Read: 01/13	2nd Read: 01/16
JUD None	
RULES None	

Comments: Summary: Allows individuals who are subject to a civil penalty for violating traffic/vehicle regulations to perform court-approved resitution in lieu of the civil penalty, surcharge, assessment, or fee. Prohibits the court from assessing a time payment fee in the case of a civil penalty.

Updates: As of 1/16/2020, the CSA has not taken a position on this bill.

HB2112	schools; safety; executive session							SPONSORS: UDALL, NUTT
--------	------------------------------------	--	--	--	--	--	--	-----------------------

Comments:

Summary: Allows a public body to hold an executive session to discuss matters (1) "relating to school safety operations ... school safety plans or programs" and emergency response plans, and (2) relating to building/facility and information technology security plans, procedures, assessments, measures, or systems. Specifies that notes and materials provided to public body representatives and related to building/facility/I.T. security are confidential and exempt from public disclosure.

Update: At the CSA Board meeting on 1/16/2020, the CSA Board voted to **SUPPORT** this bill.

HB2147	personal property tax; abatement; procedure							SPONSORS: THORPE
--------	---	--	--	--	--	--	--	------------------

Comments: Summary: Allows a county treasurer to abate a personal property/property tax and remove a tax lien, provided that the reason for abatement/removal complies with relevant statute (42-18351), without approval from the board of supervisors. Specifies that the certificate of removal and abatement is final and effective on the date the board receives the notice.

Update: At the CSA Board meeting on 1/16/2020, the CSA Board voted to **OPPOSE** this bill.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

SB1014	election procedures manual; rulemaking; GRRC 1st Read: 01/13 JUD None RULES None		2nd Read: 01/14					SPONSORS: UGENTI-RITA
--------	---	--	-----------------	--	--	--	--	-----------------------

Comments: Summary: Specifies that the Arizona Secretary of State's Elections Procedures Manual must be approved by the Governor's Regulatory Review Council- instead of the Governor and the Attorney General - before issuance. States that this Elections Procedures Manual is exempt from the citizen-led economic impact statement process and the state's regulatory bill of rights.

Update: At the CSA Board meeting on 1/16/2020, the CSA Board voted to **OPPOSE** this bill.

SB1042	executive sessions; security plans 1st Read: 01/13 GOV None RULES None		2nd Read: 01/14					SPONSORS: BORRELLI, COOK, et al
--------	---	--	-----------------	--	--	--	--	---------------------------------

Comments: Summary: Allows a public body to hold an executive session to discuss matters (1) "relating to school safety operations ... school safety plans or programs" and emergency response plans, and (2) relating to building/facility and information technology security plans, procedures, assessments, measures, or systems. Specifies that notes and materials provided to public body representatives and related to building/facility/I.T. security are confidential and exempt from public disclosure.

Update: At the CSA Board meeting on 1/16/2020, the CSA Board voted to **SUPPORT** this bill.