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

KIM LEMONS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING
TUESDAY, APRIL 7, 2020 AT 10:15 AM *(note time change)*
BOARD OF SUPERVISORS EXECUTIVE CONFERENCE 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.

Due to health concerns related to COVID-19, the Board has suspended public group access to conference rooms located in County buildings. Members of the public who wish to attend these meetings remotely can call 602-609-7513, Conference ID 946 036 806#. If you have trouble accessing this meeting remotely, call 520-432-9200 for direction. To comment on an agenda item, email the Clerk of the Board at board@cochise.az.gov by 5 p.m. the day before the meeting. Please include the date of the meeting and the agenda item number.

Call to the public will be suspended during the public health emergency, but comments submitted ahead of public hearings on specific agenda items will be read during the meeting.

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

Adult Probation

1. Approve Fiscal Year 2019-2020 Drug, Gang, and Violent Crime Control Program (DGVCCP) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), in the amount of $45,536 and the required $15,179 matching funds as budgeted in the general fund budget submitted by Adult Probation, effective July 1, 2019 through June 30, 2020.

Board of Supervisors

2. Approve the Minutes of the regular meeting of the Board of Supervisors of March 24, 2020.

3. Pursuant to A.R.S. 11-584(10), authorize the Public Defender's Office to accept court-appointed representation of persons who are court-ordered for examination, monitoring, treatment, isolation or quarantine of an afflicted person pursuant to A.R.S. 36-726, and advise the Presiding Judge of the approved authorization.

County Attorney

4. Approve the proposed settlement of the Small Tax Appeal in Mr. Fix It Properties, LLC v. Cochise County, ST2019-000134, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Development Services

5. Approve appointment of Ms. Nancy Welch for the District 3 Commissioner position on the Planning & Zoning Commission to serve the remaining term of Ms. Carmen Miller, ending December 31, 2021.

Emergency Services

6. Approve Sub-Recipient Agreement for the Regional Technical Rescue Equipment project, between the Arizona Department of Homeland Security (AZDOHS) and Cochise County's Office of Emergency Services, in the amount of $26,742, effective March 1, 2020 through July 31, 2020.

Finance

7. Approve demands and budget amendments for operating transfers.

Workforce Development

8. Approve appointment of Dr. Janice Lawhorn to the Local Workforce Development Board to fill an unexpired term, effective immediately through June, 30, 2024.

PUBLIC HEARINGS

Board of Supervisors

9. Approve a Series #10 (Beer & Wine Store) new liquor license application submitted by Mr. Kim Kenneth Kwiatkowski, for Circle K Store #9540, located at 3731 S. Hwy. 92, Sierra Vista, AZ 85635.

10. Approve a Series #13 (Farm Winery) new liquor license application submitted by Mr. Demion Sergus Clinco for Sandor Vineyards, located at 13154 S. Highway 181, Pearce, AZ 85643.

11. Approve a Series #6 (Bar) Owner Transfer liquor license application submitted by Ms. Amanda Susanne Salas for Mescal Bar & Grill, LLC., located at 70 N. Cherokee, Benson, AZ 85602.

Development Services

12. Adopt Zoning Ordinance 20-05 amending certain Zoning district boundaries from SR43 (One dwelling per 43,000 square feet) to RU-4 (One dwelling per four acres), pursuant to the application of Jonathan and Ashley Longnecker.

13. Adopt Zoning Ordinance 20-06 amending certain Zoning district boundaries from SR43 (One dwelling per 43,000 square feet) to RU-4 (One dwelling per four acres), pursuant to the application of Charles and Karla Young.

ACTION

Emergency Services

14. Approve the Public Safety Mutual Aid Agreement between Cochise County and Fort Huachuca, effective April 7, 2020 through September 30, 2025.

Facilities

15. Approve contract with Tecta America Arizona, LLC for roofing services, under State Contract ADSPO17-174463, at the Bisbee County Jail in the amount of $260,655.45 effective April 7, 2020.

Housing Authority

16. Adopt Resolution 20-02 to approve AZ034 Streamlined 5-Year 2020-2025 and Section 8 Housing Choice Voucher Administrative Plans for Fiscal Year 2020.

Information Technology

17. Approve acceptance of the 2018 Help America Vote Act (HAVA) Grant from the AZ Secretary of State Office for Cyber Security Assessments, in the amount of $45,000, effective April 7, 2020.

STATE & FEDERAL LEGISLATION

18. 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.

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, AZ 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

Consent 1.

Regular Board of Supervisors Meeting **Adult Probation**

Meeting Date: 04/07/2020

FY20 Drug, Gang, and Violent Crime Control Program (DGVCCP) Funding Agreement

Submitted By:	Teresa Rockrich, Juvenile Probation		
Department:	Juvenile Probation		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Teresa Rockrich	**TITLE of PRESENTER:**	Administrative Finance Manager
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

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

Information

Agenda Item Text:

Approve Fiscal Year 2019-2020 Drug, Gang, and Violent Crime Control Program (DGVCCP) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), in the amount of $45,536 and the required $15,179 matching funds as budgeted in the general fund budget submitted by Adult Probation, effective July 1, 2019 through June 30, 2020.

Background:

This grant provides wages and employer related expense funding that covers two (2) pre-sentence report writers, at 0.36 each and one (1) pretrial officer at .20, that work on drug related cases.

Department's Next Steps (if approved):

Send signed documents to the AOC for processing of revenue for FY20 and request cash transfer from the General Fund for the required match.

Impact of NOT Approving/Alternatives:

The impact of not approving this grant would be to cover the expenses through County General Fund or through our Probation Fees account.

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

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

Account Code(s) for Available Funds 1:

Fund Transfers

Attachments

FY20 Funding Agreement - Fund 160 DGVCCP
Fund 160 Addendum
Grant Approval Form - DGVCCP

Arizona Supreme Court, Administrative Office of the Courts

FUNDING AGREEMENT for
THE ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL PROGRAM (DGVCCP) GRANT

Cochise County Superior Court Adult Probation Department

Fiscal Year 2020, Cycle 33
July 1, 2019–June 30, 2020

This Agreement is entered by and between the Administrative Office of the Courts, herein referred to as the "AOC," on behalf of the Arizona Supreme Court and the Apache County Superior Court, herein referred to as "Grantee" in accordance with A.R.S. §41-2405(B)(6).

RECITAL

Pursuant to A.R.S. §41-2405(B)(6), drug, gang, and violent crime control funds, through the Arizona Criminal Justice Commission (ACJC) grant, are provided to the Grantee to enhance the ability of the courts to provide services to enhance drug, gang, and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate, and treat drug, gang, and related violent offenders. Grant funds shall only be expended on adult offenders.

This agreement, the Addendum A, and attachments establish the terms and conditions for the allocation of ACJC grant funds to the Grantee. The Grantee agrees to expend grant funds in accordance with the budget set forth in the Addendum A for purposes of implementing the plan approved by the AOC and ACJC.

TERMS AND CONDITIONS

1. Terms of Agreement

This agreement becomes effective on July 1, 2019 and shall remain in effect through June 30, 2020.

2. ACJC Grant Agreement

The Grantee agrees to abide by all provisions of the DGVCCP agreement.

3. Modification and Termination

This agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) funding availability, (b) statutory changes in the program, (c) the Grantee's failure to implement or operate the approved plan, (d) the Grantee's non-compliance with this agreement, A.R.S. §41-2405(B)[6], or the ACJC grant agreement, (e) requisite reports are not received within the timeframes set in Section 5 of this agreement, (f) established performance measures are not achieved, and/or (g) other circumstances that necessitate such

action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement.

Any modifications to the plan, addendum A, or funding agreement must be approved in writing by the AOC.

4. Fund Accounting

Funds distributed to the Grantee shall be deposited in a special revenue fund established for the execution of this agreement as stated in Section III (B) of the Auditor General's Uniform Accounting Manual for Arizona Counties.

5. Expenditures

a. Distribution of Funds

The AOC may retain all or any portion of the funds allocated to the Grantee for the performance of its approved plan and may authorize direct expenditures for the benefit of the Grantee. The specific amounts to be retained by the AOC for direct expenditures for the benefit of the Grantee and to be disbursed to the Grantee are set forth in Addendum A. The AOC may periodically modify the distribution of funds contained in the Addendum A based on its determination of the Grantee's need for and usage of grant funds.

b. Reporting Requirements

The Grantee agrees to submit periodic financial and performance reports as required by the AOC. The Grantee shall submit quarterly performance and financial status reports in accordance with the following schedule:

Quarter	Report Period	Due Date
1st	July 1, 2019 to September 30, 2019	October 16, 2019
2nd	October 1, 2019 to December 31, 2019	January 16, 2020
3rd	January 1, 2020 to March 31, 2020	April 16, 2020
4th	April 1, 2020 to June 30, 2020	July 16, 2020
Closing Report		August 5, 2020

In the event reports are not received on or before prescribed dates, funding will be suspended until delinquent reports are received.

c. Unexpended Funds

Funds unexpended as of June 30, 2020 shall be reverted to the AOC no later than August 5, 2020. The Grantee agrees to expend all encumbered funds within sixty (60) days of expiration of this grant, and all goods and/or services must be received by the Grantee within sixty (60) days expiration of this grant. Any reverted funds shall be submitted with a closing financial statement signed by the Presiding Superior Court Judge.

d. Inappropriate Expenditures

The Grantee shall expend funds only for the purposes and uses specified in the approved plan and budget. The Grantee agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget, this agreement, and A.R.S. §41-2405(B)[6].

e. Budget Modifications

Funds shall not be moved to or from any budget category without prior written approval from the AOC. All budget modifications shall be in accordance with the AOC Budget Modification Policy and the DGVCCP grant award and agreement.

f. Termination of Funding

If this agreement is terminated prior to June 30, 2020, all unexpended funds in the possession of the Grantee shall be returned to the AOC within thirty (30) days of such termination, along with, but not limited to: a closing financial statement.

6. Limitation on Expenditures

It is expressly agreed upon by the AOC and the Grantee that funds distributed pursuant to this agreement are to be expended to provide direct services in accordance with the approved plan, the requisite Addendum A, and the funding agreement. It is further expressly agreed upon by the AOC and the Grantee that funds distributed pursuant to this agreement are not to be expended for any indirect costs that may be incurred by the Grantee for administering these funds. This includes, but is not limited to, cost for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee to administer these funds.

7. Use, Loss, and Disposition of Equipment

Equipment is a restricted category. Express written approval from ACJC and the AOC is required for the purchase of equipment. Equipment must be used as required in the approved plan for at least five (5) years unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the Presiding Judge. The Grantee is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Equipment which is no longer needed or usable shall be placed in surplus as required by this agreement. If no such requirements are included in this agreement, then local surplus property procedures may be utilized. Prior approval for the disposition of equipment must be obtained from the AOC before any action is taken.

8. Non-Supplanting

The Grantee agrees that grant funds will not be used to supplant state and local funds that would otherwise have been available to provide services to enhance drug, gang, and/or related violent crime control efforts to: deter, investigate, prosecute, adjudicate, and treat drug, gang, and related violent offenders.

9. Books and Records

a. Financial Records and Examination

The Grantee shall maintain and require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records, and other documents relevant to this agreement shall be retained by the Grantee and its subcontractors for no less than five (5) years from the last financial report submitted to the AOC, or until after the resolution of any audit questions or contract disputes, whichever is longer. Grantee, state, or federal auditors as applicable, and

any other persons duly authorized by the AOC shall have full access and the right to: examine, audit, copy, and make use of all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation

As a condition of receipt of grant funds, the Grantee agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this agreement shall be retained by the Grantee and its subcontractors for no less than five (5) years from the last financial report submitted to the AOC, or until after the resolution of any audit questions or contract disputes, whichever is longer. Authorized agents of the AOC shall have full access and the right to: examine, copy, and make use of all said materials. The Grantee further agrees that authorized agents of the AOC shall have the right to conduct onsite visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

10. Performance and Liability

Except as otherwise provided by law, in the performance of this agreement and the Grantee's approved plan, both parties will act in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for actions of its employees under this agreement.

11. Insurance Requirements

If contractors are used to provide services under this funding agreement, contractors shall comply with all insurance requirements as set forth in the DGVCCP grant agreement insurance requirements.

COCHISE COUNTY **SUPERIOR COURT**	**ARIZONA SUPREME COURT** **Administrative Office of the Courts**
By: _____ Presiding Superior Court Judge	By: Mike Baumstark, Deputy Director
Date: _____	

ADDENDUM A

DRUG, GANG, AND VIOLENT CRIME CONTROL PROGRAM
COCHISE COUNTY PROBATON
FY 2020

Addendum date: **July 17, 2019**
Note: This addendum supersedes all previously dated addendums.

TOTAL AMOUNT AWARDED: **$45,536**

APPROVED FTE'S

Personnel - PO/SO	0.00
Personnel - Other	0.92
Total	**0.92**

	BUDGET CATEGORY	APPROVED BUDGET
A.	Personnel - Case Carrying PO/SO	$ -
B.	Personnel - Other	$ 31,681
C.	ERE - PO/SO	$ -
D.	ERE - Other	$ 13,855
E.	Overtime	$ -
TOTAL AMOUNT TO BE DISBURSED		**$ 45,536**

PROJECTED DISBURSEMENTS DATES:

October 15, 2019	February 15, 2019	April 15, 2020	June 15, 2020
$10,473	$11,384	$11,384	$12,295

TOTAL GRANT MATCH AMOUNT	**$ 15,179**

Signed:

Director, Adult Probation Services Division, AOC

Signed:

Presiding Superior Court Judge

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

PRIMARY GRANT

Primary Grantor: CFDA: www.CFDA.gov

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No:

Amendment: Yes No Amendment No:

GL Account No: If new, Finance will assign a fund number.

Strategic Plan: District: Mandated by Law Yes No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Consent 2.

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

Meeting Date:	04/07/2020		
Minutes			
Submitted By:	Amy Langer, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:
Approve the Minutes of the regular meeting of the Board of Supervisors of March 24, 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

No file(s) attached.

Consent 3.

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

Meeting Date: 04/07/2020

Authorize Public Defender to accept court-appointed quarantine of an afflicted person

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

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

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

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

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

Information

Agenda Item Text:

Pursuant to A.R.S. 11-584(10), authorize the Public Defender's Office to accept court-appointed representation of persons who are court-ordered for examination, monitoring, treatment, isolation or quarantine of an afflicted person pursuant to A.R.S. 36-726, and advise the Presiding Judge of the approved authorization.

Background:

The Public Defender's office has agreed to handle court-appointed cases court-ordered for examination, monitoring, treatment, isolation or quarantine of an afflicted person. At present, there are no such cases. We are being prepared for a worst-case scenario.

Department's Next Steps (if approved):

n/a

Impact of NOT Approving/Alternatives:

The Public Defender's Office will not handle such cases.

To BOS Staff: Document Disposition/Follow-Up:

Advise Presiding Judge Conlogue, Ms. Hunley, Mr. Karwaczka and Mr. Schow via email of the Board's authorization 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.

Consent 4.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date:	04/07/2020		
Approve the proposed settlement of the Small Tax Appeal in Mr. Fix It Properties, LLC v. Cochise County, ST2019-000134			
Submitted By:	Susana Stark, County Attorney		
Department:	County Attorney		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Christine J. Roberts	**TITLE of PRESENTER:**	Civil Deputy County Attorney
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the proposed settlement of the Small Tax Appeal in Mr. Fix It Properties, LLC v. Cochise County, ST2019-000134, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value for parcel number 106-51-093 for tax year 2020. After inspecting the property, reviewing the taxpayers' documentation and other market factors/comparables, the Assessor agrees that the parcel's full cash value and limited property value for tax year 2020 should be lowered. The Assessor's recommended settlement offer is as follows:

- For tax year 2020, a reduction in full cash value from $527,008 to $256,585.
- For tax year 2020, a reduction in limited property value from $527,008 to $256,585.
- The assessment ratio shall remain at 18%.
- The legal class shall remain at 1.12.

Assessor shall recalculate the 2020 and 2021 taxes on the subject property based upon full cash value as stated above.
Each party would bear their own attorneys' fees and costs.
The taxpayer has accepted the settlement offer.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Notice of Proposed Settlement

Stipulation for Entry of Default Judgement

Stipulated Judgement

COPY

COPY

MAR 6 2020

CLERK OF THE SUPERIOR COURT
A. SLAUGHTER-ROMERO
DEPUTY CLERK

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

SUPERIOR COURT OF ARIZONA

IN THE ARIZONA TAX COURT

MR. FIX IT PROPERTIES, LLC, an Arizona limited liability company, Plaintiff, v. COCHISE COUNTY, a political subdivision of the State of Arizona, Defendant.	**Case No. ST2019-000134** **NOTICE OF PROPOSED SETTLEMENT** **(Assigned to Commissioner David W. Garbarino)**

In accordance with Rule 5.1(d) of the Arizona Rules of Civil Procedure, the parties hereby notify the Court that the Plaintiff and Defendant have agreed to the terms of a proposed settlement, conditioned upon the approval of the Cochise County Board of Supervisors.

Accordingly, the parties stipulate and request that the Court vacate the trial scheduled for Monday, March 9, 2020, at 9:00 a.m., and place this matter on the Dismissal Calendar for 90 days to allow the parties sufficient time to present the settlement

recommendation to the Cochise County Board of Supervisors, and once approved, to complete the necessary documentation and submit a form of Judgment.

RESPECTFULLY SUBMITTED this 2nd day of March 2020.

COCHISE COUNTY ATTORNEY

By: _____
Christine J. Roberts
Civil Deputy County Attorney

Copy of the foregoing mailed
this 2nd day of March 2020, to:

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

Williams Melo, PLC
2107B Paseo San Luis, Suite C
Sierra Vista, AZ 85635
Attorney for Plaintiff

By: DT

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

SUPERIOR COURT OF ARIZONA

IN THE ARIZONA TAX COURT

MR. FIX IT PROPERTIES, LLC, an Arizona limited liability company, Plaintiff, v. COCHISE COUNTY, a political subdivision of the State of Arizona, Defendant.	**Case No. ST2019-000134** **STIPULATION FOR ENTRY OF JUDGMENT** **(Assigned to Commissioner David W. Garbarino)**

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

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RESPECTFULLY SUBMITTED this 13 day of March 2020.

DATED: 13 Mar 2020

Williams Melo, PLC
2107B Paseo San Luis, Suite C
Sierra Vista AZ 85635
Attorney for Plaintiff

Cochise County Attorney

By: _____
CHRISTINE J. ROBERTS
Civil Deputy County Attorney

Copy of the foregoing mailed
this _____day of _____ 2020, to:

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

Williams Melo, PLC
2107B Paseo San Luis, Suite C
Sierra Vista, AZ 85635
Attorney for Plaintiff

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

SUPERIOR COURT OF ARIZONA

IN THE ARIZONA TAX COURT

MR. FIX IT PROPERTIES, LLC, an Arizona limited liability company, Plaintiff, v. COCHISE COUNTY, a political subdivision of the State of Arizona, Defendant.	**Case No. ST2019-000134** **STIPULATED JUDGMENT** **(Assigned to Commissioner David W. Garbarino)**

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

IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The only parcel subject to this judgment is parcel number 106-51-093.

2. For tax year 2020:

- The full cash value of the subject property shall be reduced from $527,008 to $256,585;

- The limited property value of the subject property shall be reduced from $527,008 to $256,585;
- The assessment ratio shall remain at 18%;
- The legal class shall remain at 1.12;

3. Defendant shall recalculate the 2020 and 2021 taxes on the subject property based upon the full cash value and classification, as stated above, pursuant to Arizona Revised Statute § 42-16002 B.1.

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

DATED this _____ day of _____ 2020.

_____
Commissioner Garbarino

APPROVED AS TO FORM:

_____
Williams Melo, PLC
2107B Paseo San Luis, Suite C
Sierra Vista, AZ 85635
Attorney for Plaintiff

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

Consent 5.

Regular Board of Supervisors Meeting **Development Services**

Meeting Date:	04/07/2020		
Appointment of Nancy Welch to the Cochise County Planning & Zoning Commission, District 3			
Submitted By:	Dan Coxworth, Development Services		
Department:	Development Services		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Dan Coxworth	**TITLE of PRESENTER:**	Director
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve appointment of Ms. Nancy Welch for the District 3 Commissioner position on the Planning & Zoning Commission to serve the remaining term of Ms. Carmen Miller, ending December 31, 2021.

Background:

Fill a vacancy on the Planning & Zoning Commission, representing District 3, as a result of Commissioner Carmen Miller's resignation from the Commission.

Department's Next Steps (if approved):

Please provide Ms. Nancy Welch the oath of office to serve on the P&Z Commission.

Impact of NOT Approving/Alternatives:

District three vacancy will remain vacant.

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

No file(s) attached.

Consent 6.

Regular Board of Supervisors Meeting **Emergency Services**

Meeting Date: 04/07/2020

Approval of 2019 SHSGP Sub-Recipient Agreement - Technical Rescue Equipment

Submitted By:	Gabriel Lavine, Emergency Services		
Department:	Emergency Services		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Gabe Lavine	**TITLE of PRESENTER:**	Director Emergency Management
Mandated Function?:	Federal or State Mandate	**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 Sub-Recipient Agreement for the Regional Technical Rescue Equipment project, between the Arizona Department of Homeland Security (AZDOHS) and Cochise County's Office of Emergency Services, in the amount of $26,742, effective March 1, 2020 through July 31, 2020.

Background:

These additional grant funds were reallocated to the Cochise County project for FY19 to support equipment purchases for the multi-agency county technical rescue resources.

Department's Next Steps (if approved):

Submit signed agreement and purchase identified equipment.

Impact of NOT Approving/Alternatives:

Funds go unused and returned to federal government.

To BOS Staff: Document Disposition/Follow-Up:

Please sign documents and return to Emergency 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

2019 SHSGP Agreement - TRT

SUBRECIPIENT AGREEMENT - REALLOCATION

17-AZDOHS-HSGP-170400-02

Between

The Arizona Department of Homeland Security

And

Cochise County Office of Emergency Services (DUNS# 020126041)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Cochise County Office of Emergency Services** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. **PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **March 1, 2020** and shall terminate on **July 31, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"Regional Technical Rescue Equipment"** and funded at **$26,742** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2017-SS-00033-S01 and CFDA #97.067:

a. Provide up to **$26,742** to the Subrecipient for services provided under Paragraph III.

b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

c) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website http://www.dol.gov/compliance/laws/comp-dbra.htm.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP108-024-4, Environmental Planning and Historical Preservation Policy.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, and meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *https://gao.az.gov*.

Procurement
The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *www.azdohs.gov*.

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at *www.azdohs.gov*. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov*.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200 Part 180 which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov*. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application (not applicable to Operation Stonegarden). Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements
The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

   Subrecipient hereby acknowledges and agrees that the United States has the right to seek

judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags
Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article F - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article I - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. section 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. section 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 3001, which adopts the Government-wide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 8101-8107).

Article N - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and additional resources on *http://www.lep.gov*.

Article X - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which

provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article AC - Procurement of Recovered Materials
The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act
The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation
All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving
All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AI – Buy American and Hire American
All Subrecipients are required to comply with any application provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

Article AJ – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AK – National Environmental Policy Act
All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to

comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Consent 7.

Regular Board of Supervisors Meeting **Finance**

Meeting Date:	04/07/2020		
Demands			
Submitted By:	Amy Langer, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:
Approve 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.

Consent 8.

Regular Board of Supervisors Meeting **Workforce Development**

Meeting Date:	04/07/2020		
Approve the appointment of Dr. Janice Lawhorn to the Local Workforce Development Board			
Submitted By:	Anita Baca, Housing Authority		
Department:	Housing Authority		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve appointment of Dr. Janice Lawhorn to the Local Workforce Development Board to fill an unexpired term, effective immediately through June, 30, 2024.

Background:

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Once approved send appointment letter with Oath of Office and Open Meeting Law requirements to:

Dr. Janice Lawhorn
615 Stadium Avenue
Thatcher, Arizona 85552

and email a scanned copy (letter only) to Johanna Scott at jscott@cpic-cs.org.

Attachments

WDB Terms Revised March 2020

Lawhorn Workforce Development Board Appointment Letter

ARIZONA@WORK™
Innovative Workforce Solutions

Southeastern Arizona Workforce Development Board

2015-2020

Member Name	Mo/Year Appointed	Service Term	Term Expiration
	Four Year Terms 2017 – 2023		
Tim Taylor	October 2017	4 Year	6/30/2021
Teresa Celestine	October 2017	4 Year	6/30/2021
Steven Garate	October 2017	4 Year	6/30/2021
Tony Boone	November 2017	4 Year	6/30/2021
Brad Dale	September 2019	4 Year	6/30/2023
Suzette Dominquez	September 2019	4 Year	6/30/2023
	Four Year Terms 2018 – 2022		
Doris Tolbert	July 2018	4 Year	6/30/2022
Jack Bauer	July 2018	4 Year	6/30/2022
Ron Curtis	July 2018	4 Year	6/30/2022
Jason Bowling	July 2018	4 Year	6/30/2022
Evonne Cummins	July 2018	4 Year	6/30/2022
Kathleen Bullock	July 2018	4 Year	6/30/2022
Matt Bolinger	Sept 2018	4 Year	6/30/2022
Mark Gallego	October 2015	4 Year	6/30/2018
Wick Lewis	December 2018	4 Year	6/30/2022
Robert Pollock	December 2019	4 Year	6/30/2023
Edward Dummitt	December 2019	4 Year	6/30/2023
Janice Lawhorn	March 2020	4 Year	6/30/2024

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ARIZONA
COLLEGE

Todd Haynie,
President
Phone: (928) 428-8231 Fax: (928) 428-2576
E-Mail: todd.haynie@eac.edu

Friday, February 21, 2020

Ms. Vada Phelps
Executive Director
Arizona@Work
Southeastern Arizona
Cochise County Workforce Development
2600 E. Wilcox Drive, RM: H-106
Sierra Vista, Arizona 85635

Dear Vada,

Please accept my recommendation for Dr. Janice Lawhorn to serve as the representative of Eastern Arizona College on the Southeastern Arizona Workforce Development Board. Dr. Lawhorn has responsibilities for workforce programs at the College since the retirement of Mike Crockett.

Sincerely,

Todd Haynie
President, Eastern Arizona College

Public Hearings 9.

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

Meeting Date:	04/07/2020		
Portal Store- Series 10 (Beer & Wine Store) Liquor License			
Submitted By:	Melissa Tucker, 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:**	2
NAME of PRESENTER:	Kim Lemons	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Series #10 (Beer & Wine Store) new liquor license application submitted by Mr. Kim Kenneth Kwiatkowski, for Circle K Store #9540, located at 3731 S. Hwy. 92, Sierra Vista, AZ 85635.

Background:

Mr. Kim Kenneth Kwiatkowski has applied for a (Beer & Wine Store), located at 3731 S. Hwy. 92, Sierra Vista, AZ 85635. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question are current. The Development Services Department has recommended approval of the application. There have been no formal protests to this liquor license.

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

Mr. Kim Kenneth Kwiatkowski 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

Department Review Forms
Affidavit of Posting
Application

COCHISE COUNTY BOARD OF SUPERVISORS

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

APPLICANT INFORMATION

Applicant Name:	KIM KENNETH KWIATKOWSKI	Address:	3731 S HIGHWAY 92
Business Name:	CIRCLE K STORE #9540	City/Zip:	SIERRA VISTA 85635
Application #:	97777	Parcel #:	10756002X
Ownership Type:	CORPORATION	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	CIRCLE K STORES INC		

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.

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

Name:	Michael McGee	Title:	EHS III
Signature:	Michael McGee	Date:	2/25/20
Contact phone:	520-586-8206	Email:	mmcgee@cochise.az.gov

Return completed form with any attachments by: March 10, 2020

COCHISE COUNTY BOARD OF SUPERVISORS

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

APPLICANT INFORMATION

Applicant Name:	KIM KENNETH KWIATKOWSKI	Address:	3731 S HIGHWAY 92
Business Name:	CIRCLE K STORE #9540	City/Zip:	SIERRA VISTA 85635
Liquor License #:	97777	Parcel #:	10756002X
Ownership Type:	CORPORATION	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	CIRCLE K STORES INC		

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
Signature:	KATHLEEN WILSON	Date:	02/25/2020
Contact phone:	520-432-8404	Email:	KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: MARCH 10, 2020

COCHISE COUNTY BOARD OF SUPERVISORS

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

APPLICANT INFORMATION

Applicant Name:	KIM KENNETH KWIATKOWSKI	Address:	3731 S HIGHWAY 92
Business Name:	CIRCLE K STORE #9540	City/Zip:	SIERRA VISTA 85635
Liquor License #:	97777	Parcel #:	10756002X
Ownership Type:	CORPORATION	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	CIRCLE K STORES INC		

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 for service at the above location within the last 5-years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval	Disapproval	No Recommendation
	☐	☐	☒

Name:	Rich Morales	Title:	Lieutenant
Signature:		Date:	02/25/2020
Contact phone:	(520)805-5672	Email:	RDMorales@cochise.az.gov

Return completed form with any attachments by: March 10, 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:	KIM KENNETH KWIATKOWSKI	Address:	3731 S HIGHWAY 92
Business Name:	CIRCLE K STORE #9540	City/Zip:	SIERRA VISTA 85635
Application #:	97777	Parcel #:	10756002X
Ownership Type:	CORPORATION	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	CIRCLE K STORES INC		

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 site 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	Disapproval
	☒	☐

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	GB (General Business)
Use permitted by P&Z?	Y ☐ N ☒	Permit#:	PENDING PERMIT SUBMITTAL
Date Permit Issued:	PENDING PERMIT SUBMITTAL	Use Permitted:	PENDING – Convenience Store
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

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

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☒ **The Planning Department is currently working with the property owner on permit submittal for obtaining the proper permits to construct and operate the business.**

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	February 26, 2020
Contact phone:	520.803.3988	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: March 10, 2020

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: 2-20-2020 Date of Posting Removal: 3-19-2020

Applicant's Name: Kwiatkowski (Last) Kim (First) Kenneth (Middle)

Business Address: 3731 S. Hwy 92 (Street) Sierra Vista (City) 85635 (Zip)

Application License #: 97777

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.

Print Name of City/County Official	Title	Phone Number
CHRIS SAYLOR	CODE COMPLIANCE OFFICER	520 803 9360

Signature

Date Signed: 3·18·2020

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.

Individuals requiring ADA accommodations please call (602) 542-9027


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: Wednesday, February 26, 2020
A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
Cochise County Board of Supervisors
PLACE 4145 W Melody Ln Ste 4 DATE/TIME Tuesday, April 7, 2020
HEARING DATES SUBJECT TO CHANGE TO VERIFY CALL 520-432-9300
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR
BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE THE
STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE
RECOMMENDATION OF THE LOCAL GOVERNING BODY ANY PERSON RESIDING
OR OWNING OR LEASING PROPERTY WITHIN A ONE MILE RADIUS MAY CONTACT
THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER TO
REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND
NOTICE OF ANY BOARD HEARING REGARDING THIS APPLICATION CONTACT THE
STATE LIQUOR BOARD 520-432-9200.
02/26/2020


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED Wednesday February 26 2020
Cochise County Board of Supervisors
03/09/2020

2/26/2020 AP

State of Arizona
Department of Liquor Licenses and Control

Created 02/26/2020 @ 09:50:08 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	CIRCLE K STORE #9540		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	3731 S HIGHWAY 92 SIERRA VISTA, AZ 85635 USA		
Mailing Address:	PO BOX 52085 PHOENIX, AZ 85072-2085 USA		
Phone:	(000)000-0000		
Alt. Phone:	(602)728-4783		
Email:	AZLICENSE@CIRCLEK.COM		

20 FEB 26 Liq. Lic. #9540

AGENT

Name:	KIM KENNETH KWIATKOWSKI
Gender:	Male
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072-2085 USA
Phone:	(602)728-4783
Alt. Phone:	
Email:	AZLICENSE@CIRCLEK.COM

OWNER

#97777
Circle K Store #9540
Kwiatkowski, Kim, Kenneth

AMENDMENT

Amendment Line

2018 FEB 26 11:49 Liq. AM 9:50

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.

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#: _____

1. **Check the Appropriate Box** →

☑ Controlling Person ☑ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Kwiatkowski (Last) Kim (First) Kenneth (Middle) Birth Date: ___/___/___ (NOT a public record)

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

4. Place of birth: _____ (City) _____ (State) _____ (COUNTRY (not county)) Height: _____ Weight: _____ Eyes: _____ Hair: _____

5. Name of current/most recent spouse: _____ (Last) _____ (First) _____ (Middle) Birth Date: ___/___/___ (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: _____ E-mail address: _____

8. Business Name: Circle K Store #9540 Business Phone: ___/___/___

9. Business Location Address: 3731 S Hwy 92 (Street (do not use PO Box)) Sierra Vista (City) AZ (State) Cochise (County) 85635 (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)
	CURRENT		
			AMENDMENT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

#97777

Individuals requiring ADA accommodations please call (602)542-2999

Amendment
Line 9

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

20 FEB 26 Liq. Lic. AM 10:50

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

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

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Liquor License#: _____

1. **Check the Appropriate Box** → ☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: Cunnington (Kerr) (Last) Kathleen (First) K (Middle) Birth Date: 03/10/67 (NOT a public record)

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

4. Place of birth: _____ (City) _____ (State) _____ (COUNTRY (not county)) Height: _____ Weight: _____ Eyes: _____ Hair: _____

5. Name of current/most recent spouse: _____ (Last) _____ (First) _____ (Middle) Birth Date: ____/____/____ (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: _____ E-mail address: _____

8. Business Name: Circle K Store #9540 Business Phone: ____/____/____

9. Business Location Address: 3731 S Hwy 92 (Street (do not use PO Box)) Sierra Vista (City) AZ (State) Cochise (County) 85635 (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)
	CURRENT		AMENDMENT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

#97777

Individuals requiring ADA accommodations please call (602)542-2999

Amendment
Line 9

'20 FEB 25 Liqr. Lic. AM 9:50

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
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Liquor License#: _____

1. **Check the Appropriate Box** →

☑ Controlling Person ☑ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Tourek (Last) Timothy (First) Shawn (Middle) Birth Date: 09/12/66 (NOT a public record)

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

4. Place of birth: _____ (City) _____ (State) _____ (COUNTRY (not county)) Height: _____ Weight: _____ Eyes: _____ Hair: _____

5. Name of current/most recent spouse: _____ (Last) _____ (First) _____ (Middle) Birth Date: ____/____/____ (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: _____ E-mail address: _____

8. Business Name: Circle K Store #9540 Business Phone: ____/____/____

9. Business Location Address: 3731 S Hwy 92 (Street (do not use PO Box)) Sierra Vista (City) AZ (State) Cochise (County) 85635 (Zip)

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FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
	CURRENT		
			AMENDMENT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

#97777

Amendment
Line 9

'20 FEB 25 LIQ. LIC. AM 9:50

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

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Liquor License#: _____

1. **Check the Appropriate Box** ⟶ ☐ **Controlling Person** ☐ **Agent** ☑ **Premises Manager (complete all questions except #12)**

2. Name: Meza (Last) Janet (First) Kay (Middle) Birth Date: ____/____/____ (NOT a public record)

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

4. Place of birth: _____ (City) _____ (State) _____ (COUNTRY (not county)) Height: _____ Weight: _____ Eyes: _____ Hair: _____

5. Name of current/most recent spouse: _____ (Last) _____ (First) _____ (Middle) Birth Date: ____/____/____ (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: _____ E-mail address: _____

8. Business Name: Circle K Store #9540 Business Phone: ____/____/____

9. Business Location Address: 3731 S Hwy 92 (Street (do not use PO Box)) Sierra Vista (City) AZ (State) Cochise (County) 85635 (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)
	CURRENT		

AMENDMENT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

#97777

State of Arizona
Department of Liquor Licenses and Control

Created 02/10/2020 @ 02:34:57 PM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	CIRCLE K STORE #9540		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	3721 S HIGHWAY 92 SIERRA VISTA, AZ 85635 USA		
Mailing Address:	PO BOX 52085 PHOENIX, AZ 85072-2085 USA		
Phone:	(000)000-0000		
Alt. Phone:	(602)728-4783		
Email:	AZLICENSE@CIRCLEK.COM		

AGENT

Name:	KIM KENNETH KWIATKOWSKI
Gender:	Male
Correspondence Address:	PO BOX 52085 PHOENIX, AZ 85072-2085 USA
Phone:	(602)728-4783
Alt. Phone:	
Email:	AZLICENSE@CIRCLEK.COM

OWNER

Name:	CIRCLE K STORES INC		
Contact Name:	KIM KENNETH KWIATKOWSKI		
Type:	CORPORATION		
AZ CC File Number:	F00065980	State of Incorporation:	AZ
Incorporation Date:	04/08/1957		
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072 USA		
Phone:	(602)728-4783		
Alt. Phone:			
Email:	AZLICENSE@CIRCLEK.COM		

Officers / Stockholders

Name:	Title:	% Interest:
CIRCLE K DELAWARE INC	Stockholder	100.00
TIMOTHY SHAWN TOUREK	Vice-President	
KATHLEEN K CUNNINGTON	VP/Treas,Director	
BRIAN PATRICK HANNASCH	Director	
GEOFFREY CHARLES HAXEL	Pres/Sec,Director	
KIM KENNETH KWIATKOWSKI	Sec	

CIRCLE K STORES INC - Stockholder

Name: CIRCLE K DELAWARE INC
Contact Name: CIRCLE K DELAWARE INC
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36 POBOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email:

CIRCLE K STORES INC - Vice-President

Name: TIMOTHY SHAWN TOUREK
Gender: Male
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4306
Alt. Phone:
Email: TTOUREK@CIRCLEK.COM

CIRCLE K STORES INC - VP/Treas,Director

Name: KATHLEEN K CUNNINGTON
Gender: Female
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-7137
Alt. Phone:
Email: KCUNNINGTON@CIRCLEK.COM

CIRCLE K DELAWARE INC - Pres/Sec
CIRCLE K STORES INC - Director
COUCHE TARD INC - Pres
DEPAN ESCOMPTE COUCHE TARD INC - Pres
MACS CONVENIENCE STORES INC - Pres

Name: BRIAN PATRICK HANNASCH
Gender: Male
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4306
Alt. Phone:
Email:

ALIMENTATION COUCHE TARD INC - VP
CIRCLE K CORPORATION - Director,Pres
CIRCLE K DELAWARE INC - Director,Pres
CIRCLE K STORES INC - Pres/Sec,Director
COUCHE TARD INC - VP
COUCHE TARD US INC - Pres,Director
DEPAN ESCOMPTE COUCHE TARD INC - VP
MACS CONVENIENCE STORES INC - VP

Name: GEOFFREY CHARLES HAXEL
Gender: Male
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4302
Alt. Phone:
Email: GHAXEL@CIRCLEK.COM

CIRCLE K DELAWARE INC - Sec
CIRCLE K STORES INC - Sec

Name: KIM KENNETH KWIATKOWSKI
Gender: Correspondence Address: Male
PO BOX 52085
PHOENIX, AZ 85072-2085
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

CIRCLE K STORES INC - Stockholder

Name: CIRCLE K DELAWARE INC
Contact Name: CIRCLE K DELAWARE INC
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36 POBOX 52085
PHOENIX, AZ 85072
USA
(602)728-4783

CIRCLE K STORES INC - Stockholder

Name: CIRCLE K DELAWARE INC
Contact Name: CIRCLE K DELAWARE INC
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36 POBOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email:

CIRCLE K CORPORATION - Stockholder

Name: COUCHE TARD US INC
Contact Name: COUCHE TARD US INC
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email:

MACS CONVENIENCE STORES INC - Stockholder

Name: COUCHE TARD INC
Contact Name: COUCHE TARD INC
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602) 7284783
Alt. Phone:
Email:

COUCHE TARD INC - Stockholder

Name: DEPAN ESCOMPTE COUCHE TARD INC
Contact Name: DEPAN ESCOMPTE COUCHE TARD INC
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602) 7284783
Alt. Phone:
Email:

DEPAN ESCOMPTE COUCHE TARD INC -
Stockholder

Name:	ALIMENTATION COUCHE TARD INC
Contact Name:	ALIMENTATION COUCHE TARD INC
Type:	CORPORATION
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072 USA
Phone:	(602) 7284783
Alt. Phone:	
Email:	

ALIMENTATION COUCHE TARD INC-
Stopckholder

Name:	
Contact Name:	
Type:	
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072 USA
Phone:	(602) 7284783
Alt. Phone:	
Email:	

MANAGERS

****

Name:	JANET KAY MEZA
Gender:	Female
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072 USA
Phone:	(602)728-7750
Alt. Phone:	
Email:	JMEZA@CIRCLEK.COM

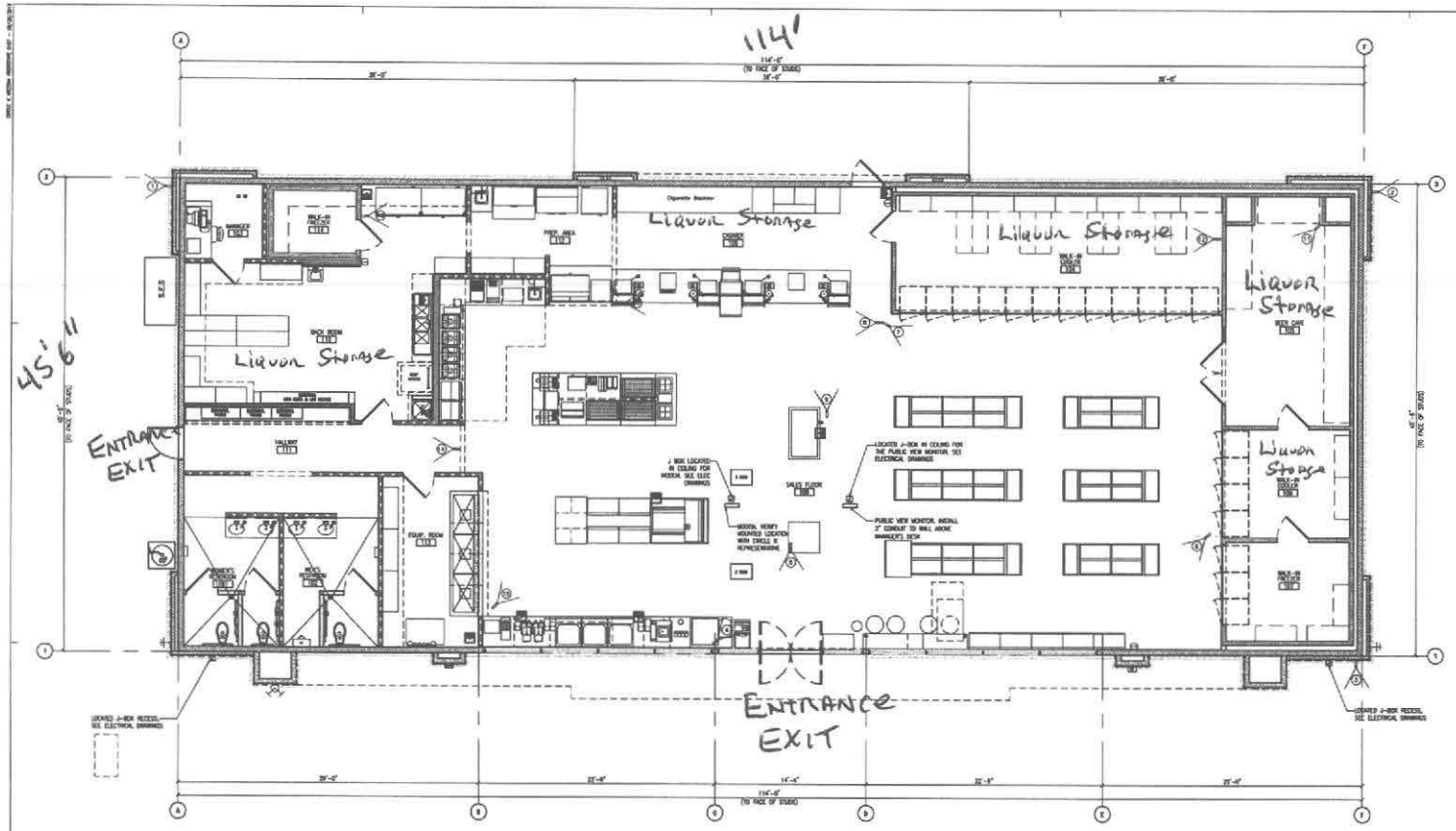
APPLICATION INFORMATION

Application Number: 97777
Application Type: New Application
Created Date: 02/10/2020

QUESTIONS & ANSWERS

010 Beer and Wine Store

1) Are you applying for an Interim Permit (INP)?
   No
2) Provide name, address, and distance of nearest school and church.
   (If less than one (1) mile note footage)
   HUACHUCA ELEMENTARY - 4,150 FEET
   3228 ST ANDREWS DR, SIERRA VISTA, AZ 85650
   LIVING WORD FAMILY CHURCH - 475 FEET
   4060 E MANSANTO DR, SIERRA VISTA, AZ 85650
3) Are you one of the following? Please indicate below.
   Property Tennant
   Sub-tenant
   Property Owner
   Property Purchaser
   Property Management Company
   OWNER
4) Is there a penalty if lease is not fulfilled?
   No
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
6) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $3,500,00.00 - WELLS FARGO BANK ACCT-4123020789
   333 S GRAND AVE, 12TH FL, LOS ANGELES, CA 90071
7) Is there a drive through window on the premises?
   No
8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
   NONE
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   04/01/21



GENERAL NOTES

1. SECURITY SYSTEM DESIGNED AND PROVIDED BY CIRCLE K
2. INDICATES APPROXIMATE CAMERA LOCATIONS
3. FINAL CAMERA LOCATIONS TO BE DETERMINED BY CIRCLE K

NOTES

1. VERIFY MUSIC & SPEAKERS LAYOUT WITH CIRCLE K REPRESENTATIVE.
2. G.C. TO PULL ALL SPEAKER WIRE FOR STORE & CANOPY.

5,187
sq ft

COPYRIGHT NOTICE
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02/26/19 PROTOTYPE 5187-1st REVIEW

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
ARCH PROF IN CHARGE
PROJECT MANAGER
ARCH PM
QUALITY CONTROL
ARCH QC
DRAWN BY
ARCH DRAWN

PROJECT NAME
CIRCLE K STORES, INC.

CITY
ARIZONA

ADDRESS_LINE_1
ADDRESS_LINE_2
ADDRESS_LINE_3

CIRCLE K STORES INC.

PROJECT NUMBER
XXXXXX.X

SHEET TITLE
SECURITY SYSTEM PLAN

SHEET NUMBER
A1.9

5187 ARIZONA PROTOTYPE

'20 FEB 10 Liqu, Inc, PM 3:15

'20 FEB 10 Liq. Lic. Pg 3:15

Circle K Stores Inc.
Texas 6/8/51
Charter No. 0010697700
FIN# 74-1149540

		OFFICE	Name	BUSINESS ADDRESS
AZ DOL	*	President/Treasurer/Secretary/Sr VP	Kathy Cunnington	1130 W Warner Rd, Tempe, AZ 85284
	*	Sr. Vice President	Darrell Davis	12911 Telecom Parkway, Tampa, FL 33637
	*	Sr. Vice President	Dennis Tewell	1130 W Warner Rd, Tempe, AZ 85284
		Sr. Vice President	Timothy Alexander Miller	1130 W Warner Rd, Tempe, AZ 85284
AZ DOL		Vice President	Tim Shawn Tourek	1130 W Warner Rd, Tempe, AZ 85284
		Vice President	Trey Powell	25 W Cedar St, Suite 100, Pensacola, FL 35202
		Vice President	David G. Morgan	12911 Telecom Parkway, Tampa, FL 33637
		Vice President	Brian Bednarz	25 W Cedar St, Suite 100, Pensacola, FL 35202
		Vice President	Matt McCure	2440 Whitehall Park Dr., #800, Charlotte, NC 28273
		Vice President	Meredith Will Rice Jr.	305 Gregson Dr., Cary, NC 27511
		Vice President	Rodney Blanton	2440 Whitehall Park Dr., #800, Charlotte, NC 28273
		Vice President	Mark Tate	1199 S Beltline Rd, #160, Coppell, TX 75019
		Vice President	Mark Ostoits	2440 Whitehall Park Dr., #800, Charlotte, NC 28273
		Vice President	Luc Langevin	12911 Telecom Parkway, Tampa, FL 33637
		Assistant Secretary	Patrick Panzarella	19500 Bulverde Rd, San Antonio, TX 78259
AZ DOL		Assistant Secretary	Kim Kwiatkowski	1130 W Warner Rd, Tempe, AZ 85284
		Assistant Secretary	Christine Anagnostou	4204 Boul. Industriel, Laval (Quebec) Canada H7L 0E3
		Assistant Secretary	Sarah Lynn Longwell	255 E Rincon, Suite 100, Corona, CA 92879
		Assistant Secretary	Michael L Foster	2440 Whitehall Park Dr., #800, Charlotte, NC 28273
		Assistant Secretary	Randy Horne	25 W Cedar St, Suite 100, Pensacola, FL 35202
		Assistant Secretary	Edward Giunta	12911 Telecom Parkway, Tampa, FL 33637
		Assistant Secretary	Kimberly Andrews	5500 S Quebec St, #100, Greenwood Village, CO 80111
		Assistant Secretary	John Little	305 Gregson Dr., Cary, NC 27511
		Assistant Secretary	Aaron Brooks	305 Gregson Dr., Cary, NC 27511

* Director

Business Address: 1130 W. Warner Road, Bldg B, Tempe, AZ 85284 (602) 728-8000
Domicile Address: % CSC-Lawyers Incorporating Service Company, 701 Brazos Street, Suite 1050, Austin, TX 78701

12,000,000 Shares Authorized, 1,000 issued at $1.00 Par. 100% owned by Circle K Delaware Inc. (FIN: 46-0520672)

Circle K Stores Inc. is qualified in:
AL, AZ, AR, CA, CO, FL, GA, , ID, KS, LA, MS,
MO, NV, NM, NC, OK, OR, SC, TN, TX, UT, WA

Corporate Structure:
Circle K Delaware Inc. is 100% owned by The Circle K Corporation (**Geoffrey Haxel - President/Director**)
The Circle K Corporation is 100% owned by Couche-Tard US Inc. (**Geoffrey Haxel - President/Director**)
Couche-Tard US Inc. is 100% owned by Mac's Convenience Stores Inc. (**Geoffrey Haxel - President/Director**)
Mac's Convenience Stores Inc. is 100% owned by Couche-Tard Inc. (**Geoffrey Haxel - Sr. Vice President**)
Couche-Tard Inc. is 100% owned by Depan-Escompte Couche-Tard Inc. (**Geoffrey Haxel - Sr. Vice President**)
Depan-Escompte Couche-Tard Inc. is 100% owned by Alimentation Couche-Tard Inc. (**Geoffrey Haxel - Sr. Vice President**)
Alimentation Couche-Tard Inc. is a publicly traded company (**Geoffrey Haxel - Sr. Vice President**)

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

'20 FEB 10 LIQ. LIC. PM 3:15

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. 804.847

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#: 97777

1. **Check the Appropriate Box** →

☑ Controlling Person ☑ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Kwiatkowski (Last) Kim (First) Kenneth (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: Mesa (City) AZ (State) USA (COUNTRY (not county)) Height: 6'0" Weight: 220 Eyes: BRO Hair: GRY

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

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

7. Daytime telephone number: 602-728-4783 E-mail address: kkwiatkowski@circlek.com (at license ltr.)

8. Business Name: Circle K Store #9540 Business Phone: Pending

9. Business Location Address: 3721 S Hwy 82 (92 CA.) Sierra Vista (City) AZ (State) Cochise (County) 85635 (Zip)
Street (do not use PO Box)

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)
04/94	CURRENT	Licensing Agent/Asst Secretary	Circle K Stores Inc. 1130 W Warner Rd, Tempe, AZ 85284

(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
07/10	CURRENT	7853 S Michele Ln, Tempe, AZ 85284

(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

I **(Print Full Name)** Kim Kenneth Kwiatkowski 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: 8/8/2020 (Date) 15 (Day) Day of JAN (Month) 2020 (Year)

LETICIA M. MARTINEZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
August 8, 2020

Leticia M. Martinez
Signature of Notary

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

PRINT NAME: _____ **SIGNATURE:** _____

Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc

QUESTION 18: Entity response for Circle K Stores Inc.
Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate approximately 10,200 retail convenience markets in the United States, Canada, and Europe under the following names.

Circle K
Kangaroo Express
Mac's
Couche-Tard
Statoil
Ingo

Most of these sites have alcohol.

Circle K Stores Inc operates approximately 3,600 stores in 27 states.

Interest is limited to employee/officer relationship.

License applications denied - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

Licenses suspended/fined - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

Signature: _____

Kim Kenneth Kwiatkowski - Assistant Secretary / Agent

2019 AZ LIQUOR VIOLATIONS 2019

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0
		$750.00		count=	1	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
19-Oct	9100071	1946	3183	Tucson	$750.00	1	10/23/2019	AZDOL	na	na	Act of violence on premises	na

2018 AZ LIQUOR VIOLATIONS 2018

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1
		$1,000.00		count=	1	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
05-18	10076725	3490	3136	Chandler	$1,000.00	1st	5/13/2018	AZ DPS	na	NO	Sell to minor	Seth Owens

2017 AZ LIQUOR VIOLATIONS 2017

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1
		$750.00		count=	1	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
06-17	10071118	8596	3147	Peoria	$750.00	1st	6/8/2017	AZ DOL	Yes	NO	Sold to minor	Joseph Aston

2016 AZ LIQUOR VIOLATIONS 2016

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1
		$750.00		count=	1	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
01-16	10100124	1581	3187	South Tucson	$750.00	1st	1/21/2016	AZ DOL	na	na	Sold to intoxicated person	Robert Zacarias Martinez

2015 AZ LIQUOR VIOLATIONS 2015

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0
		$0.00		count=	0	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
none	none	none	none	none	none	none	none		none	none	none	none

2014 AZ LIQUOR VIOLATIONS 2014

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0
		$750.00		count=	1	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
10-14	09-10040	2701582	-	Tucson	$750.00	1st	10/15/2014	Tucson PD	na	na	Sold to intoxicated person	-

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

'20 FEB 10 Liq. Lic. Dept

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 3/22

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

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Liquor License#: 97777

1. **Check the Appropriate Box** →

☑ Controlling Person (CA)	~~☑ Agent~~	☐ Premises Manager (complete all questions except #12)

2. Name: Tourek (Last) Timothy (First) Shawn (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: Omaha (City) NE (State) US (COUNTRY (not county)) Height: 5'7" Weight: 155 Eyes: BLU Hair: BRO

5. Name of current/most recent spouse: Tourek (Last) Judy (First) (none) (Middle) Birth Date: [redacted] (NOT a public record)

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

7. Daytime telephone number: 602-728-4306 E-mail address: Ttourek@circlek.com

8. Business Name: Circle K Store #9540 Business Phone: Pending

9. Business Location Address: 3721 S Hwy ~~82~~ 92 (CA) (Street (do not use PO Box)) Sierra Vista (City) AZ (State) Cochise (County) 85635 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
11/18	CURRENT	Vice President	Circle K Stores Inc. 1130 W Warner Rd, Tempe, AZ 85284
08/15	10/18	Sr Vice President	Circle K Denmark AS
			Borgmester Christiansenspace 50
			2450 Copenhagen, Denmark, SV
07/92	07/15	Vice President	Circle K Stores Inc. 255 E Rincon St., Corona, CA 92879

(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
03/19	CURRENT	14626 S Presario Trail, Phoenix, AZ 85048
11/18	03/19	9010 S Priest, #1172, Tempe, AZ 85284
07/15	10/18	Osterbrogade 44 1TV, 2100 Copenhagen, Denmark
09/12	07/15	25027 Lost Colt Ct, Menifee, CA 92584

(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)** Timothy Shawn Tourek 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: 8/8/2020 (Date) 15 (Day) Day of JAN (Month), 2020 (Year)

LETICIA M. MARTINEZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
August 8, 2020

Leticia M. Martinez
Signature of Notary

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

PRINT NAME: _____ **SIGNATURE:** _____

LETICIA M. MARTINEZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
August 8, 2020

Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc

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Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

Signature: _____

Timothy Shawn Tourek - Vice President

2019 AZ LIQUOR VIOLATIONS 2019

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
19-Oct	9100071	1946	3183	Tucson	$750.00	1	10/23/2019	AZDOL	na	na	Act of violence on premises	na

2018 AZ LIQUOR VIOLATIONS 2018

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1

$1,000.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
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Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
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Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
01-16	10100124	1581	3187	South Tucson	$750.00	1st	1/21/2016	AZ DOL	na	na	Sold to intoxicated person	Robert Zacarias Martinez

2015 AZ LIQUOR VIOLATIONS 2015

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$0.00 count= 0

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
none	none	none	none	none	none	none	none		none	none	none	none

2014 AZ LIQUOR VIOLATIONS 2014

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
10-14	09-10040	2701582	-	Tucson	$750.00	1st	10/15/2014	Tucson PD	na	na	Sold to intoxicated person	-

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www.azliquor.gov
(602) 542-5141

'20 FEB 10 11:47 Liq PM 3:15

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 6/29/18

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

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

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

Liquor License#: 97777

1. **Check the Appropriate Box** →

☑ Controlling Person	☐ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Cunnington (Kerr) (Last) Kathleen (First) K (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: Indianapolis (City) IN (State) USA (COUNTRY (not county)) Height: 5'9" Weight: 135 Eyes: BLU Hair: BLN

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

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency: May 2011

7. Daytime telephone number: 602-728-7137 E-mail address: kcunnington@circlek.com

8. Business Name: Circle K Store #9540 Business Phone: Pending

9. Business Location Address: 3721 S Hwy ~~82~~ 92 CA (Street (do not use PO Box)) Sierra Vista (City) AZ (State) Cochise (County) 85635 (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)
01/11	CURRENT	Treasurer/VP/Director	Circle K Stores Inc, 1130 W Warner Rd, Tempe, AZ 85284

(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
01/17	CURRENT	3424 E Equestrian Trail, Phoenix, AZ 85044
05/11	01/17	14202 S 12th Place, Phoenix, AZ 85048

(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)** Kathleen K Cunnington 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: Kathleen K Cunnington State of **Arizona** County of **Maricopa**

The foregoing instrument was acknowledged before me this

My Commission Expires on: 8/8/2020 (Date) 15 (Day) Day of JAN (Month) 2020 (Year)

Leticia M. Martinez
Signature of Notary

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

PRINT NAME: _____ **SIGNATURE:** Kathleen K Cunnington

LETICIA M. MARTINEZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
August 8, 2020

Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc

QUESTION 18: Entity response for Circle K Stores Inc.
Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate approximately 10,200 retail convenience markets in the United States, Canada, and Europe under the following names.

Circle K
Kangaroo Express
Mac's
Couche-Tard
Statoil
Ingo

Most of these sites have alcohol.

Circle K Stores Inc operates approximately 3,600 stores in 27 states.

Interest is limited to employee/officer relationship.

License applications denied - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

Licenses suspended/fined - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

Signature: Kathleen K Cunnington

Kathleen K Cunnington - Vice President / Treasurer

2019 AZ LIQUOR VIOLATIONS 2019

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0
		$750.00		count=	1	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
19-Oct	9100071	1946	3183	Tucson	$750.00	1	10/23/2019	AZDOL	na	na	Act of violence on premises	na

2018 AZ LIQUOR VIOLATIONS 2018

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1
		$1,000.00		count=	1	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
05-18	10076725	3490	3136	Chandler	$1,000.00	1st	5/13/2018	AZ DPS	na	NO	Sell to minor	Seth Owens

2017 AZ LIQUOR VIOLATIONS 2017

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1
		$750.00		count=	1	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
06-17	10071118	8596	3147	Peoria	$750.00	1st	6/8/2017	AZ DOL	Yes	NO	Sold to minor	Joseph Aston

2016 AZ LIQUOR VIOLATIONS 2016

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1
		$750.00		count=	1	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
01-16	10100124	1581	3187	South Tucson	$750.00	1st	1/21/2016	AZ DOL	na	na	Sold to intoxicated person	Robert Zacarias Martinez

2015 AZ LIQUOR VIOLATIONS 2015

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0
		$0.00		count=	0	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
none	none	none	none	none	none	none	none		none	none	none	none

2014 AZ LIQUOR VIOLATIONS 2014

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0
		$750.00		count=	1	

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
10-14	09-10040	2701582	-	Tucson	$750.00	1st	10/15/2014	Tucson PD	na	na	Sold to intoxicated person	-

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

'20 FEB 10 Liq. Lic. PM 3:15

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 3/9/18

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

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Liquor License#: 97777

1. **Check the Appropriate Box** →

☐ Controlling Person ☐ Agent | ☑ Premises Manager (complete all questions except #12)

2. Name: Meza (Last) Janet (First) Kay (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: Glenellen (City) AK (State) USA (COUNTRY (not county)) Height: 5'8" Weight: 185 Eyes: BRO Hair: BRO

5. Name of current/most recent spouse: Meza (Last) Hernando (First) (none) (Middle) Birth Date: [redacted] (NOT a public record)

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

7. Daytime telephone number: 602-728-7750 E-mail address: jmeza@circlek.com

8. Business Name: Circle K Store #9540 Business Phone: Pending

9. Business Location Address: 3721 S Hwy ~~82~~ 92 CA. (Street (do not use PO Box)) Sierra Vista (City) AZ (State) Cochise (County) 85635 (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)
08/98	CURRENT	Convenience Store	Circle K Stores Inc. 1130 W Warner Rd, Tempe, AZ 85284

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/91	CURRENT	10411 E Rushlight Dr, Tucson, AZ 85748

(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

I **(Print Full Name)** Janet Kay Meza 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: Janet K Meza State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 8/8/2020 (Date)

15 (Day) Day of JAN (Month), 2020 (Year)

LETICIA M. MARTINEZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
August 8, 2020

Leticia M. Martinez
Signature of Notary

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

PRINT NAME: Kim Kenneth Kwiatkowski **SIGNATURE:**

Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc

QUESTION 18: Entity response for Circle K Stores Inc.
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Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

NAME: Janet K Meza
Janet Kay Meza

2019 AZ LIQUOR VIOLATIONS 2019

	Violations:	Dismissed	1st	2nd	3rd	4th	Total
	Number of:	0	0	0	0	0	0

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
19-Oct	9100071	1946	3183	Tucson	$750.00	1	10/23/2019	AZDOL	na	na	Act of violence on premises	na

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	Violations:	Dismissed	1st	2nd	3rd	4th	Total
	Number of:	0	1	0	0	0	1

$1,000.00 count= 1

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$750.00 count= 1

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01-16	10100124	1581	3187	South Tucson	$750.00	1st	1/21/2016	AZ DOL	na	na	Sold to intoxicated person	Robert Zacarias Martinez

2015 AZ LIQUOR VIOLATIONS 2015

	Violations:	Dismissed	1st	2nd	3rd	4th	Total
	Number of:	0	0	0	0	0	0

$0.00 count= 0

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
none	none	none	none	none	none	none	none		none	none	none	none

2014 AZ LIQUOR VIOLATIONS 2014

	Violations:	Dismissed	1st	2nd	3rd	4th	Total
	Number of:	0	0	0	0	0	0

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
10-14	09-10040	2701582	-	Tucson	$750.00	1st	10/15/2014	Tucson PD	na	na	Sold to intoxicated person	-

Certificate #_____

☐ On-sale
☒ Off-sale
☐ On- and off-sale

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

'20 FEB 10 Liq. Lic. PM 3:15

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

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

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

Student Information

Janet K Meza
Full Name (please print)

Janet K Meza
Signature

01/06/20
Training Completion Date

01/06/23
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Circle K Stores, Inc.
Company Name

1130 W Warner Bldg. #B Tempe AZ 85284
Mailing Address

(602) 728-8000
Daytime Contact Phone Number

I, **Scott Arnold**, certify that the above named individual did successfully complete
Instructor Name (please print)

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

Instructor Signature

06 / 01 / 2020
Day Mo Year

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

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

Certificate #_____

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

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

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

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

Student Information

Janet K Meza
Full Name (please print)

Janet K Meza
Signature

01/06/20
Training Completion Date

01/06/23
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Circle k Stores, Inc.
Company Name

1120 W Warner Bldg A Tempe, AZ 85284
Mailing Address

(602) 728-8000
Daytime Contact Phone Number

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

Instructor Signature

06 / 01 / 2020
Day Mo Year

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

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

Public Hearings 10.

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

Meeting Date:	04/07/2020		
New Liquor License-Sandor Vineyards- Series 13			
Submitted By:	Melissa Tucker, 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:**	2
NAME of PRESENTER:	Kim Lemons	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Series #13 (Farm Winery) new liquor license application submitted by Mr. Demion Sergus Clinco for Sandor Vineyards, located at 13154 S. Highway 181, Pearce, AZ 85643.

Background:

Mr. Demion Sergus Clinco has applied for a series #13 Farm Winery liquor license for Sandor Vinyards located at 13154 S. Highway 181, Pearce, AZ 85625. 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 will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

Mr. Clinco 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 02/13/2020 @ 04:45:53 PM

Local Governing Body Report

LICENSE

Number:	13023045	Type:	013 FARM WINERY
Name:	SANDOR VINEYARDS		
State:	Pending		
Issue Date:		Expiration Date:	06/30/2020
Original Issue Date:	05/04/2016		
Location:	13154 S HIGHWAY 181 PEARCE, AZ 85625 USA		
Mailing Address:			
Phone:	(520)742-6422		
Alt. Phone:	(949)307-4645		
Email:	JOHN@SCITESTEC.COM		

Currently, this license has pending applications.

AGENT

Name:	DEMION SERGUS CLINCO
Gender:	Male
Correspondence Address:	1602 E FT LOWELL ROAD TUCSON, AZ 85719 USA
Phone:	(520)247-8969
Alt. Phone:	
Email:	DEMIONCLNCO@GMAIL.COM

OWNER

Name:	SANDOR VINEYARDS LLC		
Contact Name:	JOHN KOVACS		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L14257923	State of Incorporation:	AZ
Incorporation Date:			
Correspondence Address:	PO BOX 37168 TUCSON, AZ 85740 USA		
Phone:	(520)742-6422		
Alt. Phone:	(949)307-4645		
Email:	JOHN@SCITESTEC.COM		

Officers / Stockholders

Name:	Title:	% Interest:
SONORAN WINES LLC	MEMBER-LLC	100.00

SONORAN WINES LLC - Manager-LLC

Name:	DEMION SERGUS CLINCO
Gender:	Male
Correspondence Address:	1602 E FT LOWELL ROAD TUCSON, AZ 85719 USA
Phone:	(520)247-8969
Alt. Phone:	
Email:	DEMIONCLINCO@GMAIL.COM

SONORAN WINES LLC - Manager-LLC

Name:	LISA KAREN WAGENHEIM
Gender:	Female
Correspondence Address:	1602 E FT LOWELL ROAD TUCSON, AZ 85719 USA
Phone:	(520)370-8452
Alt. Phone:	
Email:	LISA.WAGENHEIM@GMAIL.COM

SANDOR VINEYARDS LLC - MEMBER-LLC

Name:	SONORAN WINES LLC
Contact Name:	DEMION SERGUS CLINCO
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	1602 E FT LOWELL ROAD TUCSON, AZ 85719 USA
Phone:	(520)247-8969
Alt. Phone:	
Email:	DEMIONCLINCO@GMAIL.COM

SONORAN WINES LLC - INTEREST HOLDER

Name:	MICHAEL FASSETT
Gender:	Male
Correspondence Address:	1602 E FT LOWELL ROAD TUCSON, AZ 85719 USA
Phone:	(520)247-8969
Alt. Phone:	
Email:	DEMIONCLNCO@GMAIL.COM

SONORAN WINES LLC - INTEREST HOLDER

Name: AGUSTIN FLORES
Gender: Male
Correspondence Address: 1602 E FT LOWELL ROAD
TUCSON, AZ 85719
USA
Phone: (520)247-8969
Alt. Phone:
Email: DEMIONCLINCO@GMAIL.COM

SONORAN WINES LLC - INTEREST HOLDER

Name: MICHELLLE YACOOB
Gender: Female
Correspondence Address: 1602 E FT LOWELL ROAD
TUCSON, AZ 85719
USA
Phone: (520)247-8969
Alt. Phone:
Email: DEMIONCLINCO@GMAIL.COM

SONORAN WINES LLC - INTEREST HOLDER

Name: GABRIELLE YACOOB
Gender: Female
Correspondence Address: 1602 E FT LOWELL ROAD
TUCSON, AZ 85719
USA
Phone: (520)247-8969
Alt. Phone:
Email: DEMIONCLINCO@GMAIL.COM

OSERAN FAMILY TRUST - TRUSTEES

Name: RICHARD OSERAN
Gender: Male
Correspondence Address: 1602 E FT LOWELL ROAD
TUCSON, AZ 85719
USA
Phone: (520)247-8969
Alt. Phone:
Email: DEMIONCLINCO@GMAIL.COM

OSERAN FAMILY TRUST - TRUSTEES

Name: JANET OSERAN
Gender: Female
Correspondence Address: 1602 E FT LOWELL ROAD
TUCSON, AZ 85719
USA
Phone: (520)247-8969
Alt. Phone:
Email: DEMION@CLINCO@GMAIL.COM

BCS SERVICES INC - INTEREST HOLDER

Name:	JOCELYN STOLLER
Gender:	Female
Correspondence Address:	1602 E FT LOWELL ROAD TUCSON, AZ 85719 USA
Phone:	(520)247-8969
Alt. Phone:	
Email:	DEMIONCLINCO@GMAIL.COM

SONORAN WINES LLC - STOCKHOLDER

Name:	OSERAN FAMILY TRUST
Contact Name:	DEMION SERGUS CLINCO
Type:	TRUST
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	1602 E FT LOWELL ROAD TUCSON, AZ 85719 USA
Phone:	(520)247-8969
Alt. Phone:	
Email:	DEMIONCLINCO@GMAIL.COM

SONORAN WINES LLC - STOCKHOLDER

Name:	BCS SERVICES INC
Contact Name:	DEMION SERGUS CLINCO
Type:	CORPORATION
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	1602 E FT LOWELL ROAD TUCSON, AZ 85719 USA
Phone:	(520)247-8969
Alt. Phone:	
Email:	DEMIONCLINCO@GMAIL.COM

APPLICATION INFORMATION

Application Number: 98155
Application Type: Acquisition of Control
Created Date: 02/13/2020

QUESTIONS & ANSWERS

013 Farm Winery

3) Have you submitted questionnaires? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22. processing fee per card.
   Yes
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
5) 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

COMPLIANCE ACTIONS

000355-18

05/18/2018 - Incident Date

05/25/2018 - Fine

08/01/2018 - Fine Payment ($250.00)

07/31/2018 - Case Closed

Violations

Statute	Counts	Description
4-205.04(B)	1	A farm winery shall report their production annually at the end of each calendar year.

1/31/2018 Incident date
5/24/2018 Mail In Consent issued/mailed, $250.00 Penalty fine assessed
6/7/2018 Signed Mail In consent received
7/31/2018 $250.00 Fine paid, Receipt #R7457

****

000248-19

04/22/2019 - Incident Date

06/21/2019 - Dismissed

05/20/2019 - Case Closed

1/1/2018-12/31/2018 Audit period
4/24/2019 Compliance letter
5/20/2019 Compliance meeting
5/20/2019 Case Dismissed

SÁNDOR
• VINEYARDS •

January 13, 2020

Aizee Pama
Arizona Department of Liquor
Licensing Division
800 W Washington St #5
Phoenix, AZ 85007

'20 FEB 13 Liq. Lic. AM 8:01

RE: Sandor Vineyards LLC Application for Agent Change and Acquisition of Control
License Number: 13023045

Dear Ms. Pama,

I am writing to notify the Department that John E. Kovacs and Karen Kovacs have been removed as management members of Sandor Vineyards, LLC and replaced by Sonoran Wines, LLC as the 100% owner of the LLC membership interests.

We have attached an organizational chart detailing the titles and ownership percentages for Sonoran Wines, LLC owners who hold 10% or more ownership interest and are submitting this chart and all supporting materials with the Application for Agent Change and Acquisition of Control.

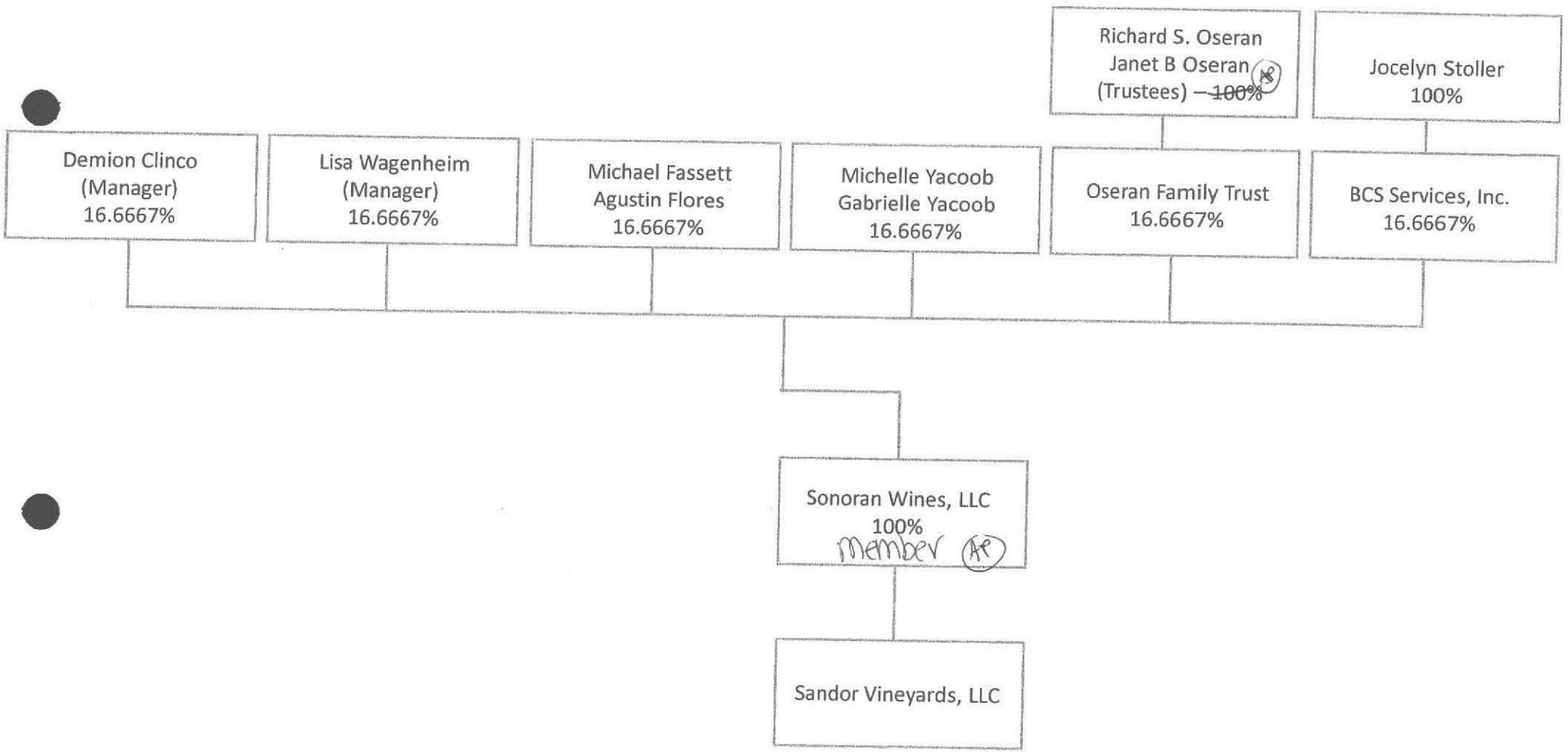
If you have any questions, please do not hesitate to contact me directly at the phone number or email address below.

Sincerely,

Lisa Wagenheim, Manager
Sonoran Wines, LLC
1602 East Ft. Lowell Road
Tucson, Arizona 85719
lisa.wagenheim@gmail.com
520.370.8452

'20 FEB 13 Liqr. Lic. PM 4 01

SANDOR VINEYARDS, LLC OWNERSHIP STRUCTURE



'20 JAN 29 PM 3:21 AZDLLC

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

APPLICANT/CONTROLLING PERSON AFFIDAVIT

TO BE COMPLETED BY THE ORGANIZATION'S PRESIDENT.
IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OFORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

'20 FEB 13 Liq. Lic. PM 1:03

Organization: SANDOR VINEYARDS, LLC

Affidavit of: DEMION SERAUS CLINCO

Position/Title: MANAGER

State of: ARIZONA **AZ Corp./L.L.C. #:** L-14257923

County of: PIMA **State Incorporated:** ARIZONA

The undersigned, (Print Full Name) DEMION SERAUS CLINCO **Declares:**

1. In connection with this organization's application to obtain a liquor license for our operation(s) in Arizona have complete and delivered to the Arizona Department of Liquor Licenses and Control the required questionnaire and fingerprint card.

2. The required questionnaires and fingerprint cards of all officers, directors, regional managers, manage members, partners, etc., who direct or are involved in the direction of the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and delivered to the Arizona Department of Liquor Licenses and Control.

Name and title of such individuals are as follows (or list attached):

1) DEMION CLINCO - MANAGER
2) LISA WAGENHEIM - MANAGER
3)
4)

3. There are, in addition to those submitting questionnaires and fingerprint cards, other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals directs or is involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

Such members and positions, along with date and place of birth, are as follows (or list attached):

1) * SEE ATTACHED LIST *
2)
3)
4)

4. Finally, on information and belief, none of the individuals listed under item #3 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

I, (Print Full Name) DEMION SERAUS CLINCO **, hereby swear under penalty of perjury and in compliance with A.R.S.§ 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature:

Individuals requiring ADA accommodations please call (602)542-9027

Controlling Person Affidavit Attachment

Name:	Title:	Date & Place of Birth	
1) Michael Fassett	Interest Holder	Tucson, AZ	02/10/1967
2) Agustin Flores	Interest Holder	Tecolotam, Jalisco Mexico	08/12/1956
3) Michelle Yacoob	Interest Holder	Hamilton, Ontario Canada	12/19/1980
4) Gabrielle Yacoob	Interest Holder	Hamilton, Ontario Canada	06/12/1986
5) Richard Oseran	Interest Holder	Phoenix, AZ	05/08/1945
6) Janet Oseran	Interest Holder	Binghamton, NY	10/12/1951
7) Jocelyn Stoller	Interest Holder	Chicago, IL	08/15/1936

*20 JAN 29 PM 3:22 AZDLLC

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

*20 FEB 13 Liq. Lic. PM 4:01

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. 804.849

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#: 13023045 / 98155

1. **Check the Appropriate Box** →

☑ Controlling Person	☒ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Clinco (Last) Demion (First) Sergus (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: Tucson (City) AZ (State) USA (COUNTRY (not county)) Height: 6'2 Weight: 185 Eyes: BR Hair: BL

5. Name of current/most recent spouse: SINGLE - N/A (Last First Middle) Birth Date: N/A (NOT a public record)

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

7. Daytime telephone number: 520-247-8969 E-mail address: demionclinco@~~gamil~~gmail.com (AP)

8. Business Name: Sandor Vineyards Business Phone: 520/742/6422

9. Business Location Address: 13154 S. Highway 181 (Street (do not use PO Box)) Pearce (City) AZ (State) Cochise (County) 85625 (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)
1/2013	CURRENT	CEO	Tucson Historic Preservation Foundation, PO Box 40008, Tucson, AZ 85717
3/2010	CURRENT	Vice President	Catalina In-Home Services, Inc. 1602 East Fort Lowell Road, Tucson, AZ 85719
12/2015	CURRENT	Governing Board Member	Pima Community College Distirct. 4905 E Broadway Blvd. Tucson, Arizona 85709-1005
2/2014	2/2015	State Representative	State of Arizona, 1700 W Washington St Phoenix, AZ 85707

(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
1/2008	CURRENT	230 East 23rd Street, Tucson, Arizona 85717

(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

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

Signature: _____ State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

My Commission Expires on: 06/05/2021 (Date) 26TH (Day) Day of June (Month) 2020 (Year)

OFFICIAL SEAL
KEVIN A KRAMBER
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires June 5, 2021

_____
Signature of Notary

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

PRINT NAME: _____ **SIGNATURE:** _____

'20 JAN 29 PM 3:22 AZDLLC

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

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

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

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

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

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

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Damion Santos Cuneo

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

If **Yes**, indicate place of birth:

City Tucson State (or equivalent) AZ Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: Az. Drivers License
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Demion Savage Climco
Individual Owner/Agent Printed Name

Individual ~~Owner/Agent~~ Signature

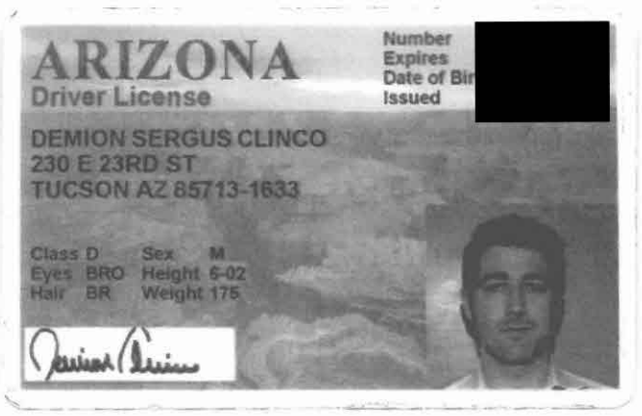
01/26/2020
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.



'20 FEB 13 Liq. Lic. PM 4 01

You Must Report a Change of Address Within 10 Days

[redacted]

Number [redacted]
Expires
Issued

Class D Operat

Endorsements

Restrictions N(

Privilege from arrest; civil process

Members of the legislature shall be privileged from arrest in all cases except treason, felony and breach of the peace, and they shall not be subject to any civil process during the session of the legislature, nor for fifteen days next before the commencement of each session.

*20 JAN 29 PM 3:23 AZDLLC

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. 804.849

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#: 13023045 / 98155

1. **Check the Appropriate Box** →

☐ Controlling Person	☐ Agent	☒ Premises Manager (complete all questions except #12)

2. Name: Kovacs (Last) William (First) Richard (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: Anchorage (City) AK (State) USA (COUNTRY (not county)) Height: 6'4" Weight: 200 Eyes: Blue Hair: Blonde

5. Name of current/most recent spouse: N/A - SINGLE (Last / First / Middle) Birth Date: N/A (NOT a public record)

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

7. Daytime telephone number: 520.251.8670 E-mail address: wrkovacs@gmail.com

8. Business Name: Sandor Vineyards Business Phone: 520/742/6422

9. Business Location Address: 13154 S. Highway 181 (Street (do not use PO Box)) Pearce (City) AZ (State) Cochise (County) 85625 (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)
08/2011	CURRENT	MARKETING MANAGER	SANDOR VINEYARDS 13154 S. HIGHWAY 181, PEARCE, AZ 85625
01/2019	CURR.	DIRECTOR	CONSULTS WORLDWIDE - ANN KIRKPATRICK 1836 N. SWAN RD. #200 TUCSON, AZ 85712

(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
08/2019	CURRENT	2550 E. River Rd. # 1B201 Tucson, Az 85718
01/2014	08/2019	137 N. Norton Ave. Tucson, Az 85719

(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.** N/A - MCOL

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)** William Richard Kovacs hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

My Commission Expires on: 06/05/2021 (Date)

27th (Day) Day of January (Month) 2020 (Year)

OFFICIAL SEAL
KEVIN A KRAMBER
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires June 5, 2021

_____
Signature of Notary

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

PRINT NAME: Demion Sarcus Childs **SIGNATURE:** _____

Certificate # j17sGY1Gls

'20 JAN 29 PM 3:23 AZDLLC

Certificate of Completion
For
On Premise Basic course (3 hours)

- [x] On-sale
- [ ] Off-sale
- [ ] On- and off-sale

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

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

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

Student Information

William Kovacs
Full Name (please print)

Signature

December 31, 2019
Training Completion Date

December 31, 2022
Certificate Expiration Date
(three years from completion date)

'20 FEB 13 Liq. Lic. AM 9:02

Training Provider Information

AzLiquorTraining.com
Company Name

536 E. Wagon Bluff Drive, Tucson, AZ 85704
Mailing Address

(520) 235-5684
Daytime Contact Phone Number

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

Instructor Signature

31 / 12 / 2019
Day Mo Year

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

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

Certificate # jDrnxAh3CR

*20 JAN 29 PM 3:23 AZDLLC

Certificate of Completion
For
On/Off Premise Management (2 hours)

- ☐ On-sale
- ☐ Off-sale
- ☒ On- and off-sale

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

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

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

Student Information

William Kovacs
Full Name (please print)

Signature

January 23, 2020
Training Completion Date

January 23, 2023
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com
Company Name

536 E. Wagon Bluff Drive, Tucson, AZ 85704
Mailing Address

(520) 235-5684
Daytime Contact Phone Number

*20 FEB 13 Liqr. Lic. AM 8:02

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

Instructor Signature

23 / 01 / 2020
Day Mo Year

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

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

'20 JAN 29 PM 3:22 AZDLLC

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. 804.849

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#: 13023045/98155

1. Check the Appropriate Box →

☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: Wagenheim (Last) Lisa (First) Karen (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: New York (City) NY (State) USA (COUNTRY (not county)) Height: 5'1" Weight: 125 Eyes: Hzl Hair: Bro

5. Name of current/most recent spouse: N/A (Last / First / Middle) Birth Date: N/A (NOT a public record)

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency: 1993

7. Daytime telephone number: 520-370-8452 E-mail address: lisa.wagenheim@gmail.com

8. Business Name: Sandor Vineyards Business Phone: 520 / 742 / 6422

9. Business Location Address: 13154 S. Highway 181 (Street (do not use PO Box)) Pearce (City) AZ (State) Cochise (County) 85625 (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)
09/2018	CURRENT	SVP, Associate General Counsel	loanDepot.com, LLC, 26642 Towne Centre Drive, Foothill Ranch, CA 92610
10/2009	09/2018	SVP, Deputy General Counsel	Caliber Home Loans, Inc., 1525 S. Belt Line Rd., Coppell, TX 75019

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Individuals requiring ADA accommodations please call (602)542-2999

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
04/2006	CURRENT	525 S. 6th Avenue, Tucson, AZ 85701

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

Signature: _____ State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

My Commission Expires on: 06/05/2021 Date

26th Day of January 2020
Day Month Year

OFFICIAL SEAL
KEVIN A KRAMBER
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires June 5, 2021

_____
Signature of Notary

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

PRINT NAME: _____ **SIGNATURE:** _____

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: 2-27-2020 Date of Posting Removal: 3-20-2020

Applicant's Name: Clinco (Last) Demion (First) Sergus (Middle)

Business Address: 13154 S. Highway 181 (Street) Pearce (City) 85625 (Zip)

License #: 98155

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

Charles R. Cooper (Print Name of City/County Official) Code Compliance officer (Title) 520-803-3960 (Phone Number)

Charles R Cooper (Signature) 3-20-2020 (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.

Individuals requiring ADA accommodations please call (602)542-9027


Security
Cameras In Use
13154
NOTICE
02/27/2020





COUNTY OF COCHISE
1881
ARIZONA

401-84-005G
Sandor Vineyards
Liquor License Posting

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

0' 1" = 287'

DAmaya, 2020-02-26 15:48:00
(\\cc-gis1\geodesy\Encompass\Admin\Metal\View.Mdb)

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

COCHISE COUNTY BOARD OF SUPERVISORS

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

APPLICANT INFORMATION

Applicant Name:	Demion Sergus Clinco	Address:	13154 S. Highway 181
Business Name:	Sandor Vineyards	City/Zip:	Pearce 85625
Application #:	98155	Parcel #:	401-84-005G
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 for calls for service 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: Rich Morales Title: Lieutenant

Signature: Date: 03/24/2020

Contact phone: (520)805-5672 Email: RDMorales@cochise.az.gov

Return completed form with any attachments by: March 11, 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:	Demion Sergus Clinco	Address:	13154 S. Highway 181
Business Name:	Sandor Vineyards	City/Zip:	Pearce 85625
Application #:	98155	Parcel #:	401-84-005G
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 site 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	Disapproval
	☒	☐

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	RU-4
Use permitted by P&Z?	Y ☐ N ☒	Permit#:	Exempt, no permit required.
Date Permit Issued:	N/A	Use Permitted:	Ag Processing Services, On-Site
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

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

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	February 27, 2020
Contact phone:	520.803.3988	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: March 11, 2020

COCHISE COUNTY BOARD OF SUPERVISORS

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

APPLICANT INFORMATION

Applicant Name:	Demion Sergus Clinco	Address:	13154 S. Highway 181
Business Name:	Sandor Vineyards	City/Zip:	Pearce 85625
Application #:	98155	Parcel #:	401-84-005G
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:
The department will notify the business when a permit to operate is needed.

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

X 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:	EHS III
Signature:	Michael McGee	Date:	2/26/20
Contact phone:	520-586-8206	Email:	mmcgee@cochise.az.gov

Return completed form with any attachments by: March 11, 2020

COCHISE COUNTY BOARD OF SUPERVISORS

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

XXAPPLICANT INFORMATION

Applicant Name:	Demion Sergus Clinco	Address:	13154 S. Highway 181
Business Name:	Sandor Vineyards	City/Zip:	Pearce 85625
Application #:	98155	Parcel #:	401-84-005G
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:

THE APPARENT PARCEL IS 401-84-005-F9 THE PARCEL SPLIT FOR THIS COMING 2020 TAX NOTICE BECOMING THE PARCEL 401-84-005-G.

Name:	KATHLEEN WILSON	Title:	TAX SPECIALIST
Signature:	KATHLEEN WILSON	Date:	02/26/2020
Contact phone:	520-432-8404	Email:	KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: March 11, 2020

Public Hearings 11.

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

Meeting Date:	04/07/2020		
Mescal Bar & Grill, LLC- Series 6 (Bar) Liquor License			
Submitted By:	Melissa Tucker, 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:**	2
NAME of PRESENTER:	Kim Lemons	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Series #6 (Bar) Owner Transfer liquor license application submitted by Ms. Amanda Susanne Salas for Mescal Bar & Grill, LLC., located at 70 N. Cherokee, Benson, AZ 85602.

Background:

Ms. Amanda Susanne Salas has applied for a series #6 Bar liquor license for Mescal Bar & Grill, LLC., located at 70 N. Cherokee, Benson, Arizona, 85602. 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. Amanda Susanne Salas 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
Department Review Forms
Affidavit of Posting

State of Arizona
Department of Liquor Licenses and Control

Created 02/10/2020 @ 10:01:31 AM

Local Governing Body Report

LICENSE

Number:	06020084	Type:	006 BAR
Name:	MESCAL BAR & GRILL, LLC		
State:	Pending		
Issue Date:		Expiration Date:	06/30/2020
Original Issue Date:	04/08/1986		
Location:	70 N CHEROKEE BENSON, AZ 85602 USA		
Mailing Address:			
Phone:	(520)586-3905		
Alt. Phone:	(520)586-4536		
Email:	KIMMILANG@GMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	AMANDA SUSANNE SALAS
Gender:	Female
Correspondence Address:	70 N CHEROKEE BENSON, AZ 85602 USA
Phone:	(520)720-8050
Alt. Phone:	
Email:	MNMSALAS@GMAIL.COM

OWNER

Name:	MESCAL BAR & GRILL II LLC		
Contact Name:	AMANDA SALAS		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23052658	State of Incorporation:	AZ
Incorporation Date:	01/15/2020		
Correspondence Address:	70 N CHEROKEE BENSON, AZ 85602 USA		
Phone:	(520)720-8050		
Alt. Phone:			
Email:	AMANDAF@LONGREALTY.COM		

Officers / Stockholders

Name:	Title:	% Interest:
MORGAN CASEY SALAS	MEMBER	50.00
AMANDA SUSANNE SALAS	MEMBER	50.00

MESCAL BAR & GRILL II LLC - MEMBER

Name:	MORGAN CASEY SALAS
Gender:	Male
Correspondence Address:	600 W 4TH STREET BENSON, AZ 85602 USA
Phone:	(520)808-2060
Alt. Phone:	(520)204-6500
Email:	MORGAN_SALAS@YAHOO.COM

MESCAL BAR & GRILL II LLC - MEMBER

Name:	AMANDA SUSANNE SALAS
Gender:	Female
Correspondence Address:	600 W 4TH STREET BENSON, AZ 85602 USA
Phone:	(520)720-8050
Alt. Phone:	
Email:	MNMSALAS@GMAIL.COM

APPLICATION INFORMATION

Application Number:	95004
Application Type:	Owner Transfer
Created Date:	01/21/2020

aizee Pamm

QUESTIONS & ANSWERS

006 Bar

1) If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
   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.
   Benson High School
   360 S. Patagonia St., Benson, AZ 85602
   9 miles

16) Please provide name, address, and distance of nearest church.
Peace In The Valley Lutheran
551 S. J6 Ranch Rd., Benson, AZ 85602
4,224 feet

17) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type SUPPLEMENTAL INFO is required.

18) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Landlord lockout

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?
No

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.
$27,000.00
Mescal Bar & Grill, LLC
3217 W. Acoma Pl., Benson, AZ 85602

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.
Yes, contiguous

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)
$30,000.00

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Amanda Q ASF AZDL.pdf	01/21/2020
ALIEN STATUS	Amanda Q ASF AZDL.pdf	01/21/2020
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	01/21/2020
BILL OF SALE	KL Mescal to Mescal Bar-BOS 010720.pdf	01/21/2020
BILL OF SALE	Mescal Bar & Grill BOS to Mescal Bar & Grill II 012120.pdf	01/21/2020
QUESTIONNAIRE	Morgan Q.pdf	01/21/2020
INTERIM PERMIT	Sect. 5.pdf	01/21/2020
SUPPLEMENTAL INFO	Sect. 9-Woolf.pdf	01/21/2020

COMPLIANCE ACTIONS

000560-19

09/07/2019 - Incident Date

10/08/2019 - Fine and Other

12/05/2019 - Fine

12/19/2019 - Fine Payment ($250.00)

12/13/2019 - Case Closed

Violations

Statute	Counts	Description
4-202.C	1	No managers agreement form on file
R19-1-302	1	Knowledge of Liquor Laws and Rules

9/7/2019 incident date
10/8/2019 Mail In Consent issued/mailed, $200.00 Penalty fine assessed
11/8/2019 No response to Mail In consent, Offer rescinded
12/5/2019 Final Notice mailed, $250.00 Penalty fine assessed
12/13/2019 $250.00 Fine paid, Receipt #R32250

State of Arizona
Department of Liquor Licenses and Control

Created 02/10/2020 @ 10:08:33 AM

Local Governing Body Report

LICENSE

Number:	INP020010339	Type:	INP INTERIM PERMIT
Name:	MESCAL BAR & GRILL		
State:	Active		
Issue Date:	02/10/2020	Expiration Date:	05/25/2020
Original Issue Date:	02/10/2020		
Location:	70 N CHEROKEE BENSON, AZ 85602 USA		
Mailing Address:	70 N CHEROKEE BENSON, AZ 85602 USA		
Phone:	(520)586-3095		
Alt. Phone:	(520)720-8050		
Email:	MNMSALAS@GMAIL.COM		

AGENT

Name:	AMANDA SUSANNE SALAS
Gender:	Female
Correspondence Address:	70 N CHEROKEE BENSON, AZ 85602 USA
Phone:	(520)720-8050
Alt. Phone:	
Email:	MNMSALAS@GMAIL.COM

OWNER

Name:	MESCAL BAR & GRILL II LLC		
Contact Name:	AMANDA SALAS		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23052658	State of Incorporation:	AZ
Incorporation Date:	01/15/2020		
Correspondence Address:	70 N CHEROKEE BENSON, AZ 85602 USA		
Phone:	(520)720-8050		
Alt. Phone:			
Email:	AMANDAF@LONGREALTY.COM		

Officers / Stockholders

Name:	Title:	% Interest:

MORGAN CASEY SALAS	MEMBER	50.00
AMANDA SUSANNE SALAS	MEMBER	50.00

MESCAL BAR & GRILL II LLC - MEMBER

Name:	MORGAN CASEY SALAS
Gender:	Male
Correspondence Address:	600 W 4TH STREET BENSON, AZ 85602 USA
Phone:	(520)808-2060
Alt. Phone:	(520)204-6500
Email:	MORGAN_SALAS@YAHOO.COM

MESCAL BAR & GRILL II LLC - MEMBER

Name:	AMANDA SUSANNE SALAS
Gender:	Female
Correspondence Address:	600 W 4TH STREET BENSON, AZ 85602 USA
Phone:	(520)720-8050
Alt. Phone:	
Email:	MNMSALAS@GMAIL.COM

APPLICATION INFORMATION

Application Number:	95005
Application Type:	New Application
Created Date:	01/21/2020

Zizee Parra

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location
   06020084
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?
   Yes
   A Document of type INTERIM NOTARY PAGE is required.

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
INTERIM NOTARY PAGE	Sect. 5.pdf	01/21/2020

SECTION 5 Interim Permit

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S.§4-203.01
For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01(A)

'20 FEB 10 Liq. Lic. #M1013

1. Enter license number currently at the location: 06020084

2. Is the license currently in use? ☑ Yes ☐ No If no, how long has it been out of use? N/A

NOTARY

I (Print Full Name) Kimberly Kay Lammi hereby declare that I am the Agent, Current Owner, or Controlling Person on the stated license and location.

Signature: Kimberly Lammi State of AZ County of Pima

The foregoing instrument was acknowledged before me this 7th Day of January 2020 (Day / Month / Year)

My Commission Expires on: 4/1/23 (Date)

DENISE MONAHAN
Notary Public - Arizona
Pima County
Commission # 560994
My Commission Expires April 01, 2023

Signature of Notary

SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND $22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

b) AZ Corporation or AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed. Disclose all controlling persons and members, shareholders or general partners who own a beneficial interest of 10% or more of the applicant or licensee.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license A.R.S.§4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND $22 PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____
(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

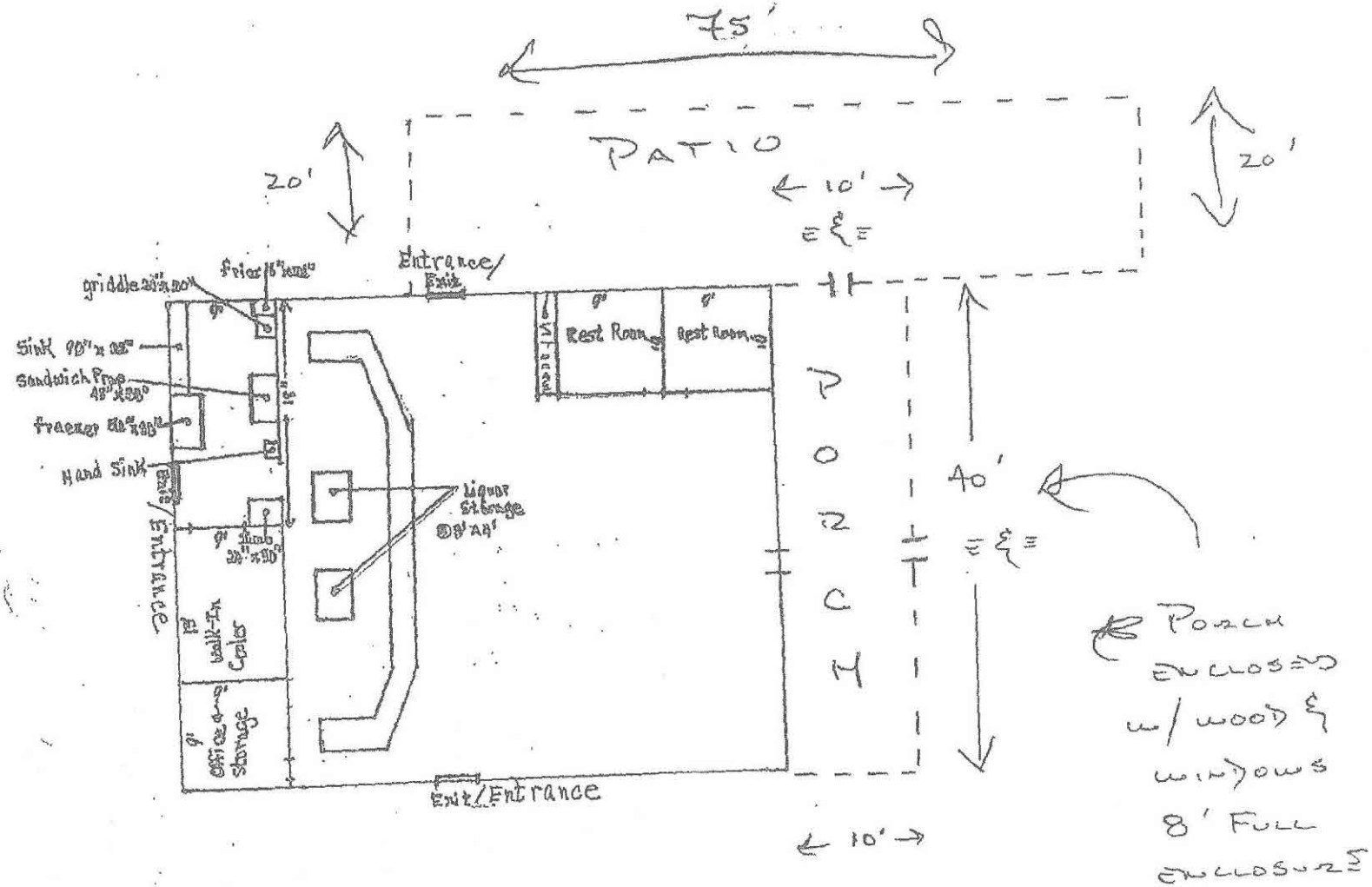
3. License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

Individuals requiring ADA accommodations please call (602)542-2999

Approx.
2,000
Sq. Ft.

Patio enclosed w/ 6' chain link fencing & wood fencing



'20 FEB 10 Liq. Lic. #10:4

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 10/19/19

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#: 06020084/95004/95005

1. Check the Appropriate Box → ☒ Controlling Person ☒ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: SALAS (Last) AMANDA (First) SUSANNE (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: SUN VALLEY (City) CA (State) USA (COUNTRY (not county)) Height: 5'04" Weight: 155 Eyes: BRO Hair: BRO

5. Name of current/most recent spouse: SALAS (Last) MORGAN (First) CASEY (Middle) Birth Date: 10[redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 2005

7. Daytime telephone number: (520) 720-8050 E-mail address: AMANDAF@LONGREALTY.COM

8. Business Name: MEZCAL BAR & GRILL Business Phone: 520/586/3095

9. Business Location Address: 40 N. CHEROKEE (Street (do not use PO Box)) BENSON (City) AZ (State) COCHISE (County) 85602 (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)
08/2016	CURRENT	CO-OWNER	UNLIT VAPOR SHOPPE 600 W. 4TH ST. BENSON, AZ 85602
06/2006	CURR.	PROP. MANAGER	LONG REALTY 642 W. 4TH ST. BENSON, AZ 85602

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Individuals requiring ADA accommodations please call (602)542-2999

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/2018	CURRENT	600 W. 4TH ST. BENSON, AZ 85602
10/2011	11/2018	2072 W. CAVE COTTON LOOP BENSON, AZ 85602

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

Signature: _____

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

My Commission Expires on: 06/05/2021 (Date)

21st (Day) Day of January (Month), 2020 (Year)

OFFICIAL SEAL
KEVIN A KRAMBER
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires June 5, 2021

_____
Signature of Notary

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

PRINT NAME: _____ **SIGNATURE:** _____

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

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

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

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

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

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

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Amanda Susanna Salas

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

If **Yes**, indicate place of birth:

City Sun Valley State (or equivalent) CA Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: Az Drivers License
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

Individuals requiring ADA accommodations please call (602)542-9027

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____
Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Amanda Susanne Salas
Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

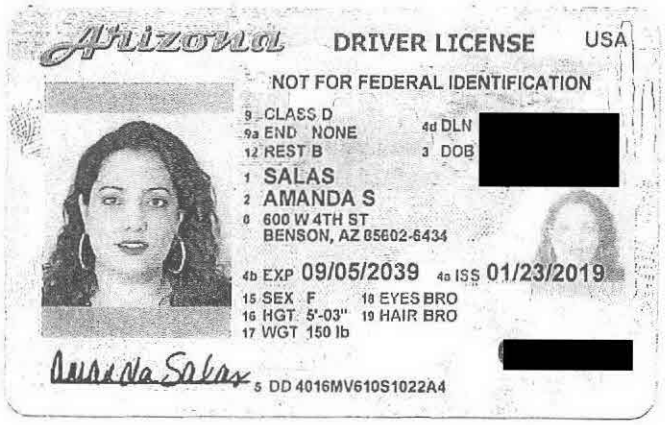
1/21/2020
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.



'20 FEB 10 Liv. Lic. #1014


CLASS: D-Operator
ENDORSEMENTS:
None
RESTRICTIONS:
B-Corrective Lens Must Be Worn
Rev 02/14/2014
You Must Report a
Change of Address
Within 10 Days
[redacted]
19023A2009076274030 1

Certificate # 11493

☐ On-sale
☐ Off-sale
☒ On- and off-sale

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

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

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

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

Student Information

Amanda Salas
Full Name (please print)

Amanda Salas
Signature

May 19, 2019
Training Completion Date

May 18, 2022
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com
Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613
Mailing Address

512-879-1063
Daytime Contact Phone Number

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

Kelly Bailey
Instructor Signature

May 19, 2019
Day Mo Year

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

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)
Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)
Bar (series 6)
Private Club (series 14)
Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

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

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

July 11, 2013

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Certificate # 11493

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

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

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

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

Student Information

Amanda Salas
Full Name (please print)

Amanda Salas
Signature

May 19, 2019
Training Completion Date

May 18, 2022
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com
Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613
Mailing Address

512-879-1063
Daytime Contact Phone Number

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

Kelly Bailey
Instructor Signature

May 19, 2019
Day Mo Year

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

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

19 JUN 21 AM 2:31

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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 6/19/19

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#: 06020084/95004/95005

1. Check the Appropriate Box →

☒ Controlling Person	■ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: SALAS (Last) MORGAN (First) CASEY (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: REDONDO BEACH (City) CA (State) USA (COUNTRY (not county)) Height: 5'07" Weight: 180 Eyes: GRN Hair: BRO

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

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 2006

7. Daytime telephone number: (520) 204-6500 E-mail address: MORGAN_SALAS@YAHOO.COM

8. Business Name: MESCAL BAR & GRILL Business Phone: 520/586/3095

9. Business Location Address: 70 N. CHEROKEE (Street (do not use PO Box)) BENSON (City) AZ (State) COCHISE (County) 85602 (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)
08/2016	CURRENT	CO-OWNER	UNLIT VAPOR SHOPPE 600 W. 4TH ST. BENSON, AZ 85602
10/2012	08/2016	SPECIALIST / ELECTRICIAN	SIEMENS 4025 E. CACTUS CENTER BLVD. #200 PHOENIX, AZ 85040

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/2018	CURRENT	600 W. 4TH ST. BENSON, AZ 85602
10/2011	11/2018	2072 W. CAVE COTTON LOOP BENSON, AZ 85602

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

Signature: _____ State of ARIZONA County of PIMA

The foregoing instrument was acknowledged before me this

My Commission Expires on: 06/05/2021 (Date) 21ST (Day) Day of JANUARY (Month), 2020 (Year)

OFFICIAL SEAL
KEVIN A KRAMBER
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires June 5, 2021

_____
Signature of Notary

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

PRINT NAME: _____ **SIGNATURE:** _____

'19 JUN 5 Liqr. Lic. PM 2:30

Certificate # 11500

☐ On-sale
☐ Off-sale
☒ On- and off-sale

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

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

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

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

Student Information

Morgan Salas
Full Name (please print)

Signature

May 20, 2019
Training Completion Date

May 19, 2022
Certificate Expiration Date (three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com
Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613
Mailing Address

512-879-1063
Daytime Contact Phone Number

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

Kelly Bailey
Instructor Signature

May 20, 2019
Day Mo Year

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

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

Scanned with CamScanner

'19 JUN 5 Liq. Lic. PM 2:30

Certificate #_11500

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

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

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

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

Student Information

Morgan Salas
Full Name (please print)

Signature

May 20, 2019
Training Completion Date

May 19, 2022
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com
Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613
Mailing Address

512-879-1063
Daytime Contact Phone Number

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

Kelly Bailey
Instructor Signature

May 20, 2019
Day Mo Year

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

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

Scanned with CamScanner

BILL OF SALE

KL MESCAL BAR AND GRILL, LLC, an Arizona limited liability company (Seller), for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, does hereby sell, assign, transfer, and convey to MESCAL BAR & GRILL, LLC, an Arizona limited liability company (Buyer), pursuant to that certain *Agreement* executed December 30, 2019 by and between (without limitation) Seller and Buyer (the "**Agreement**"), all of the Seller's right, title and interest to and in all of the Purchased Assets including, without limitation, the Liquor License (*i.e.*, AZDLLC liquor license no. 06020084), free and clear of all Encumbrances.

'20 FEB 10 Liq. Lic. #10013

This Bill of Sale shall inure to the benefit of the respective successors and permitted assigns of Buyer. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law provisions, to the extent that they would require the application of the laws of a State other than Arizona.

This Bill of Sale is executed and delivered pursuant to the Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions thereof. This Bill of Sale does not supersede, replace, substitute for, expand, or extinguish any obligation or provision of the Agreement. In the event of a conflict or an apparent conflict between the provisions of this Bill of Sale and the provisions of the Agreement, the provisions of the Agreement shall control. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

At any time or from time to time hereafter the Seller shall at the written request of Buyer take all action necessary to put Buyer in actual possession and operating control of the Purchased Assets, and shall execute, acknowledge, and deliver such further instruments of conveyance, sale, transfer, and assignment, and take such other action as Buyer may reasonably request in writing in order to more effectively sell, assign, transfer, and convey to Buyer all of the Purchased Assets, to confirm the title of Buyer thereto and to assist Buyer in exercising rights with respect thereto.

IN WITNESS WHEREOF, this Bill of Sale is executed effective as of the 7th day of January, 2020.

KL Mescal Bar and Grill, LLC

By: Keith Lammi
Its: Managing Member

Kimberly Kay Lammi
Its: Managing Member

Accepted by Mescal Bar & Grill, LLC (Buyer):

By: Stephen B. Woolf, Member

BILL OF SALE

FOR VALUABLE CONSIDERATION of Ten Dollars ($10.00) Mescal Bar & Grill II, LLC, Inc., Buyer, and Mescal Bar & Grill, LLC, Seller, with other valuable consideration, receipt of which is hereby acknowledged, the Seller, hereby grants, bargains, sells and transfers unto Buyer, its representatives, or assigns, to have and to hold forever, Arizona State Series 6 Liquor License # 06020084.

FURTHERMORE, Seller warrants it is the lawful owner of the License, that it has the right, to sell/transfer the License and that the License is free and clear of all claims and liens whatsoever. Seller further agrees to warrant and defend the same against the lawful claims and demands of all persons whomsoever.

DATED this 21st day of January 2020..

SELLER: Mescal Bar & Grill, LLC

By: Bruce Woolf
Its: Member

By: Connie Woolf
Its: Member

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 21st day of January 2020 by Bruce Woolf and Connie Wolf.

OFFICIAL SEAL
KEVIN A KRAMBER
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires June 5, 2021

Notary Public

My Commission Expires: 20/05/2021

COCHISE COUNTY BOARD OF SUPERVISORS

For internal use only:

___ Restaurant/Hotel-Motel

___ Club/Government

___ Transfer of Premises

Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Amanda Susanne Salas	Address:	70 N. Cherokee
Business Name:	Mescal Bar & Grill, LLC	City/Zip:	Benson 85602
Application #:	95004	Parcel #:	124-15-335A
Ownership Type:	Limited Liability Corporation	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 site 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	Disapproval
	☒	☐

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	GB – General Business
Use permitted by P&Z?	Y ☒ N ☐	Permit#:	065056
Date Permit Issued:	11/24/06	Use Permitted:	Bar and Grille
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

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

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	February 26, 2020
Contact phone:	520.803.3988	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: March 4, 2020

COCHISE COUNTY BOARD OF SUPERVISORS

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

APPLICANT INFORMATION

Applicant Name:	Amanda Susanne Salas	Address:	70 N Cherokee
Business Name:	Mescal Bar & Grill, LLC	City/Zip:	Benson, 85602
Application #:	95004	Parcel #:	124-15-335A
Ownership Type:	Limited Liability Corporation	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.

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

Name:	Michael McGee	Title:	EHS III
Signature:	Michael McGee	Date:	2/19/20
Contact phone:	520-586-8206	Email:	mmcgee@cochise.az.gov

Return completed form with any attachments by: March 4, 2020

COCHISE COUNTY BOARD OF SUPERVISORS

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

APPLICANT INFORMATION

Applicant Name:	Amanda Susanne Salas	Address:	70 N Cherokee
Business Name:	Mescal Bar & Grill, LLC	City/Zip:	Benson, 85602
Application #:	95004	Parcel #:	124-15-335A
Ownership Type:	Limited Liability Corporation	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
Signature:	KATHLEEN WILSON	Date:	02/19/2020
Contact phone:	520-432-8404	Email:	KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: March 4, 2020

COCHISE COUNTY BOARD OF SUPERVISORS

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

APPLICANT INFORMATION

Applicant Name:	Amanda Susanne Salas	Address:	70 N Cherokee
Business Name:	Mescal Bar & Grill, LLC	City/Zip:	Benson, 85602
Application #:	95004	Parcel #:	124-15-335A
Ownership Type:	Limited Liability Corporation	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 for service at the above location within the last 5-years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval	Disapproval	No Recommendation
	☐	☐	☒

Name:	Rich Morales	Title:	Lieutenant
Signature:		Date:	02/25/2020
Contact phone:	(520)805-5672	Email:	RDMorales@cochise.az.gov

Return completed form with any attachments by: March 4, 2020

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: 2-26-2020 Date of Posting Removal: 3-18-2020

Applicant's Name: Salas (Last) Amanda (First) Susanne (Middle)

Business Address: 70 N. Cherokee (Street) Benson (City) 85602 (Zip)

Application ~~License~~ #: 95004

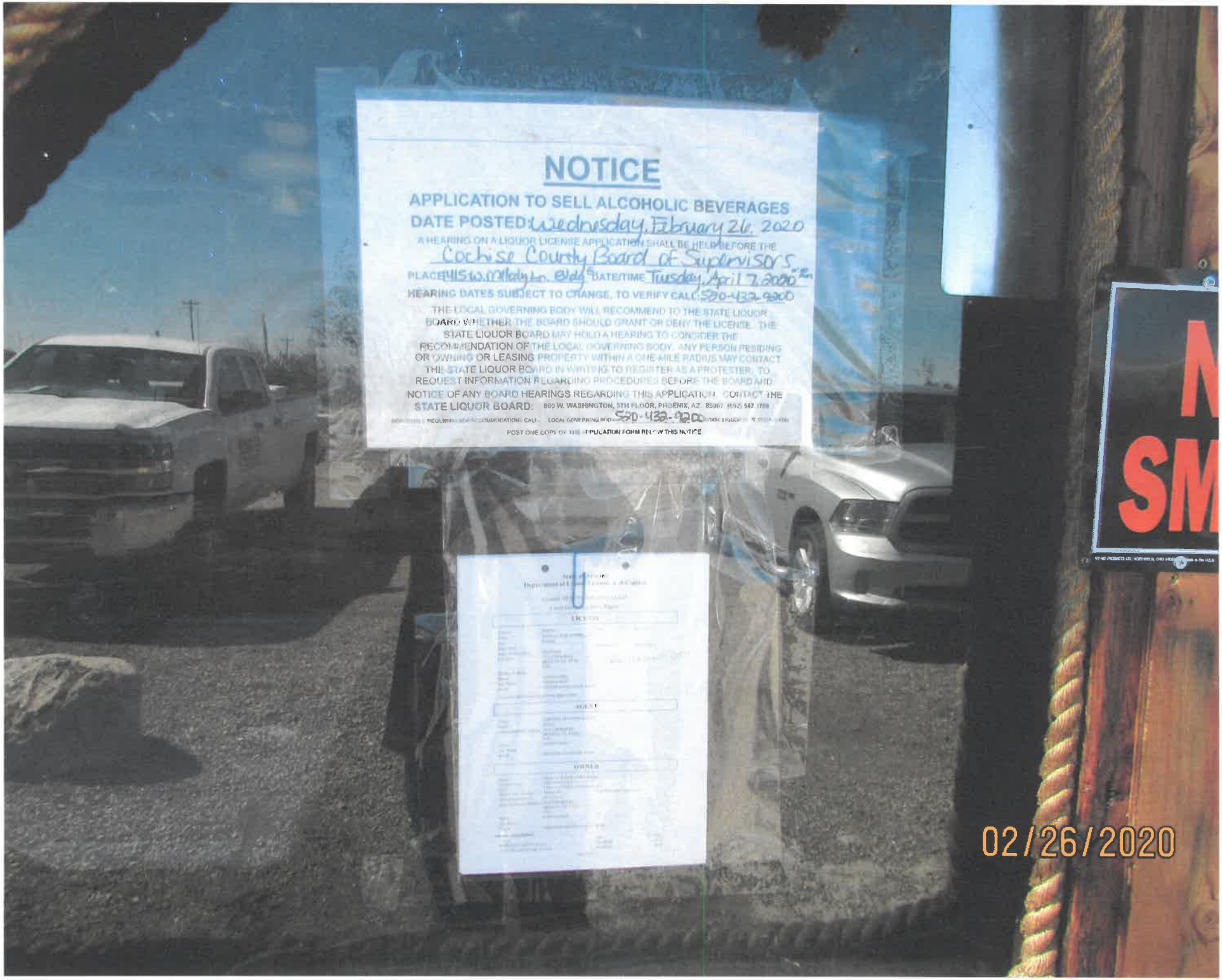
I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

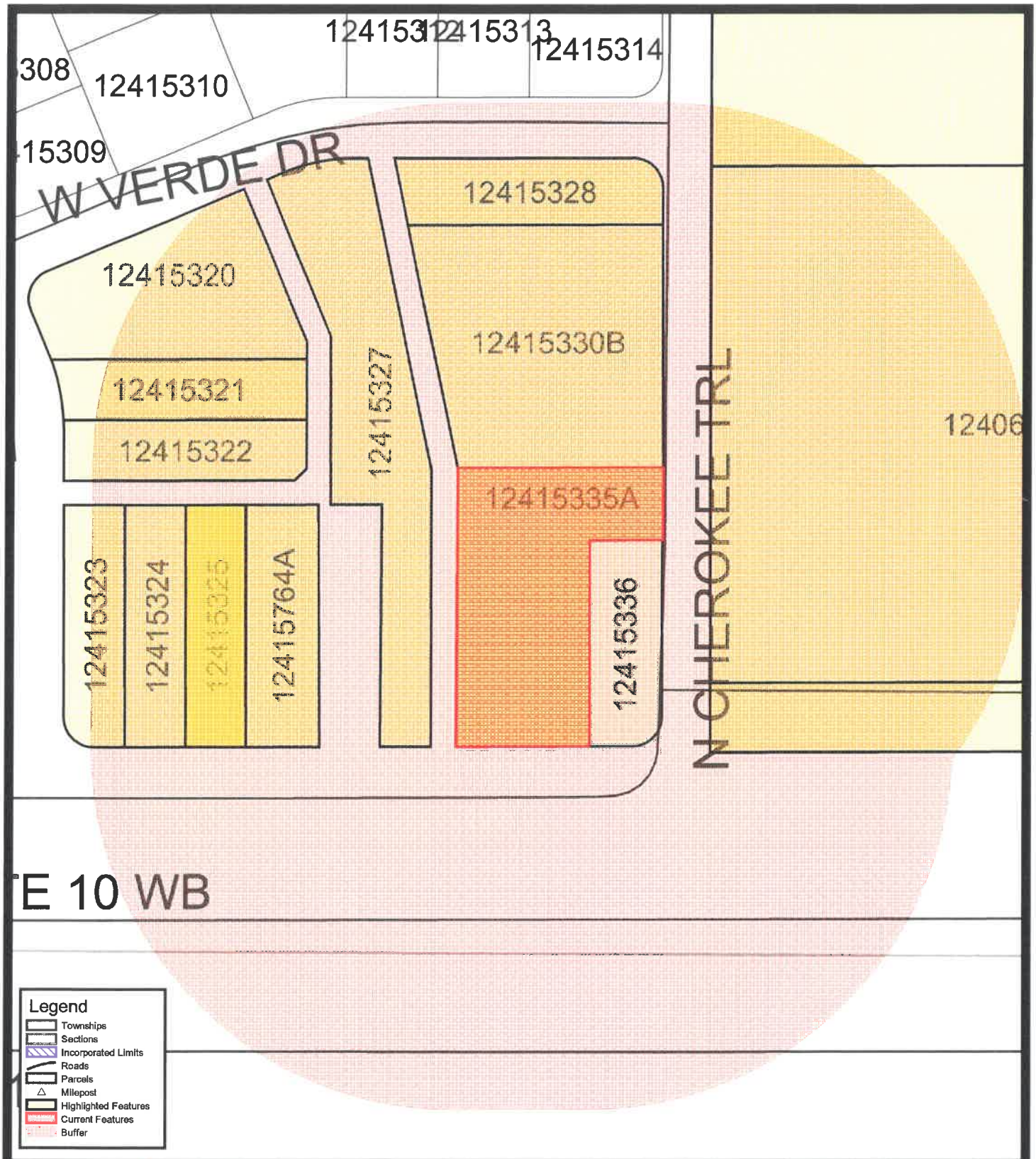
Charles R. Cooper (Print Name of City/County Official) Code Compliance Officer (Title) 520-803-3960 (Phone Number)

Charles Cooper (Signature) 3-18-20 (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.

Individuals requiring ADA accommodations please call (602)542-9027


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: Wednesday, February 26, 2020
A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
Cochise County Board of Supervisors
PLACE: 415 w. Melody Ln. Bldg 5 DATE/TIME: Tuesday, April 7, 2020 9:00 am
HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9300
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER, TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION. CONTACT THE
STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542 5141
520-432-9200
POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE
02/26/2020





COUNTY OF COCHISE
1881
ARIZONA

124-15-335A
Liquor License Posting
Mescal Bar & Grille

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

0' 1" = 112'

DAmaya, 2020-02-13 16:45:39
Cochise County (\\cc-gis1\geodesy\Encompass\Admin\Metal\View.Mdb)

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

Public Hearings 12.

Regular Board of Supervisors Meeting **Development Services**

Meeting Date:	04/07/2020		
Z-20-01 (Longnecker)			
Submitted By:	Robert Kirschmann, Development Services		
Department:	Development Services		
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Robert Kirschmann	**TITLE of PRESENTER:**	Planner II
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	
Docket Number (If applicable):	Z-20-01 (Longnecker)		

Information

Agenda Item Text:

Adopt Zoning Ordinance 20-05 amending certain Zoning district boundaries from SR43 (One dwelling per 43,000 square feet) to RU-4 (One dwelling per four acres), pursuant to the application of Jonathan and Ashley Longnecker.

Background:

The Applicants are requesting a rezoning (down zoning) from SR-43 (Single-Household Residential; one dwelling per 43,000 square feet) to RU-4 (Rural; one dwelling per four acres). The parcels total 11.07 acres.

The subject parcels, APNs 117-06-231A and 237A are located at South Desert Road, north and south of the King Street. It is further described as being situated in Section 33 of Township 17 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona. The Applicants are Jonathan and Ashley Longnecker.

On Wednesday, March 11, 2020, the Cochise County Planning and Zoning Commission (Commission) voted 5-2 to recommended approval of rezoning Z-20-01 to the Board of Supervisors.

Department's Next Steps (if approved):

The Zoning Ordinance will be recorded.

Impact of NOT Approving/Alternatives:

The parcels will remain SR-43.

To BOS Staff: Document Disposition/Follow-Up:

Please record the Zoning Ordinance and return to my attention. Thank you.

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

Zoning Ordinance
BOS Report
Commission Staff Report
Public Comments
Exhibit A
PowerPoint

ZONING ORDINANCE 20-___

AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM SR-43 TO RU-4, PURSUANT TO THE APPLICATION OF JONATHAN AND ASHLEY LONGNECKER

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

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

WHEREAS, Tax Parcels 117-06-231A and 237A are zoned as SR-43, and were never developed in accordance with the SR-43 Zoning District; and

WHEREAS, Johnathan and Ashley Longnecker (the "Applicants") wish to bring the Zoning into compliance with the actual development pattern and wish to amend the zoning to RU-4; and

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

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

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

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by the Applicants Jonathan and Ashley Longnecker; and

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

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

The zoning classifications for Tax Parcels 117-06-231A and 237A, as shown on the map attached to this Resolution as Exhibit A, are changed from SR-43 to RU-4. The subject parcels are located at South Desert Road, north and south of the King Street. It is further described as being situated in Section 33 of Township 17 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona.

The Board of Supervisors approves Docket Z-20-01 subject to the following conditions of approval:

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

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

3. No mobile or manufactured homes shall be constructed on any portion of the 11.07 acres.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 8th day of April 2020.

_____
Thomas E. Borer, Chair
Cochise County Board of Supervisors

ATTEST:

_____
Kim Lemons, CPCC
Clerk of the Board

APPROVED AS TO FORM:

Christine J. Roberts 03/27/2020
_____
Christine J. Roberts, Esq.
Chief Civil Deputy County Attorney

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

MEMORANDUM

TO: Cochise County Board of Supervisors
THROUGH: Ed Gilligan, County Administrator
FROM: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Planning Director
SUBJECT: Docket Z-20-01 (Longnecker)
DATE: March 25 for the April 7, 2020 Meeting

APPLICATION FOR A REZONING

The Applicants, Jonathan and Ashley Longnecker request a rezoning(down zoning) from SR-43 (Single-Household Residential; one dwelling per 43,000 square feet) to RU-4 (Rural; one dwelling per four acres). The parcels total 11.07 acres.

On Wednesday, March 11, 2020, the Cochise County Planning and Zoning Commission (Commission) voted 5-2 to recommended approval of rezoning Z-20-01 to the Board of Supervisors.

The Rezoning Application requests to change the zoning from SR-43 to RU-4 . The rezoning will preserve the open space and permit the use of the Owner-Builder Opt-Out Amendment to the Cochise County BuildingCode.

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

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

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

Cochise County
Development Services

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

MEMORANDUM

TO: Cochise County Planning and Zoning Commission
FROM: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket Z-20-01 (Longnecker)
DATE: February 26, 2020 for the March 11, 2020 Meeting

APPLICATION FOR A REZONING

The Applicants are requesting a rezoning (down zoning) from SR-43 (Single-Household Residential; one dwelling per 43,000 square feet) to RU-4 (Rural; one dwelling per four acres). The parcels total 11.07 acres.

The subject parcels, APNs 117-06-231A and 237A are located at South Desert Road, north and south of the King Street. It is further described as being situated in Section 33 of Township 17 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona. The Applicants are Jonathan and Ashley Longnecker.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size:	11.07 acres
Current Zoning:	SR-43 (Single-Household Residential; one dwelling per 43,000 square feet)
Proposed Zoning:	RU-4 (Rural; one dwelling per 4 acres)
Growth Area:	D – Rural Areas
Plan Designation:	Medium Density Residential
Area Plan:	Mid Sulphur Springs Valley Area Plan
Existing Uses:	Vacant property
Proposed Uses:	Single Family Residential

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	SR-43	Vacant land
South	SR43 and RU-4	Vacant land
East	SR-43	Single Rural Residence/vacant land
West	SR-43	Single Rural Residence/vacant land

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

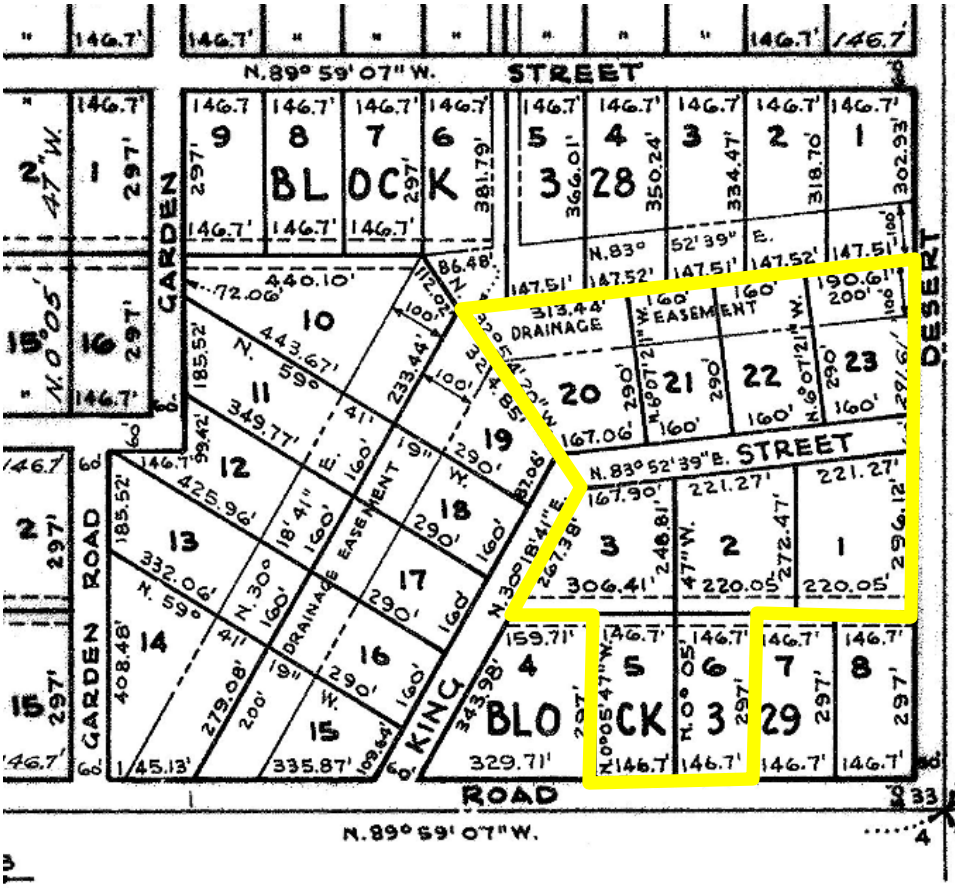
II. PARCEL HISTORY

None

III. NATURE OF REQUEST

The Applicants are requesting to amend the zoning of their parcels from SR-43 to RU-4. This will preserve the open space and permit the use of the Owner-Builder Opt Out Amendment to the Cochise County Building Code. The Applicant is considering purchasing an approximately 4.9 and 6.2 parcels located north of south of the dedicated, but not improved King Street.

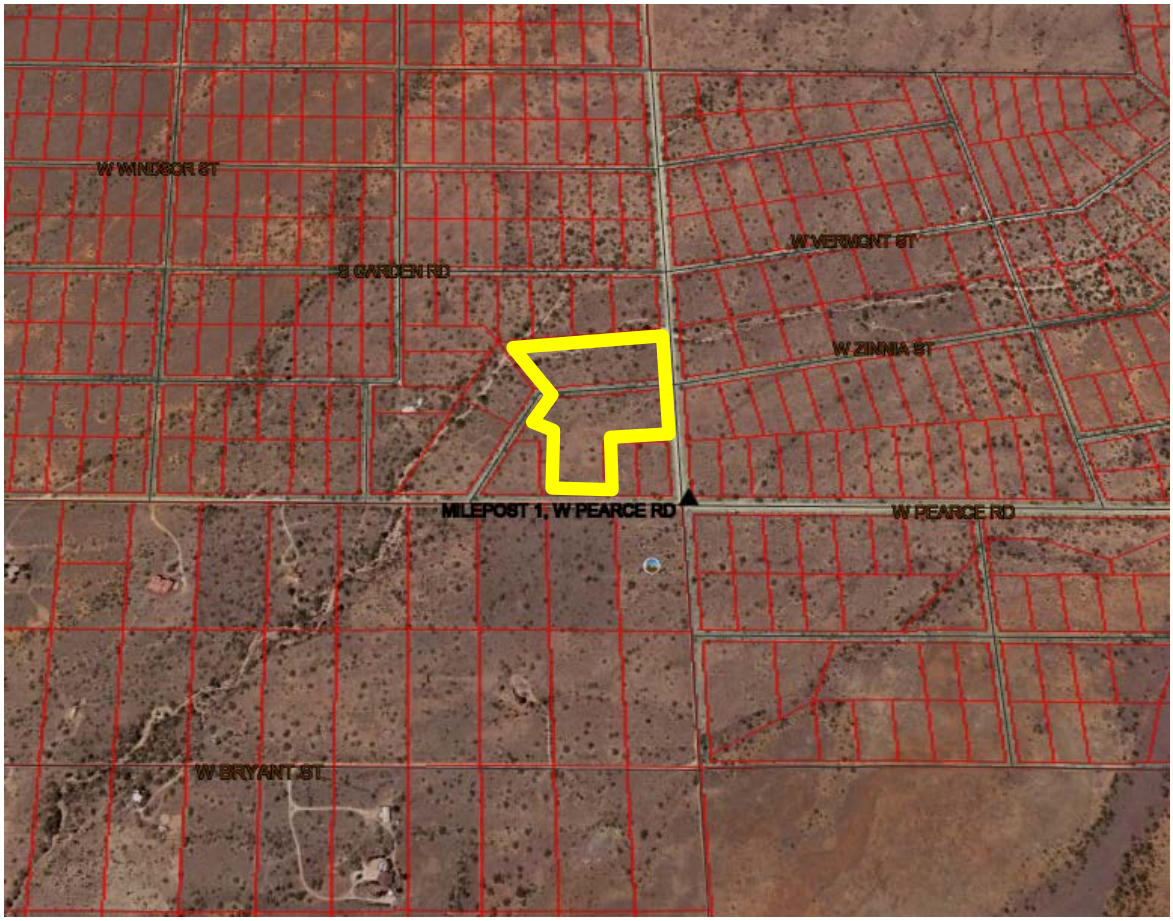
The area is largely vacant with a few widely scattered single family homes. The originally plat can be found to the right. The nine lots hightlighted have been merged into two lots. It is these two lots that the Applicants are requesting to rezone. They are separated by King Street, which physically does not exist. If the Applicants decide to merge the two parcels, they need to work with the right of way department to abandon the exizting easement.

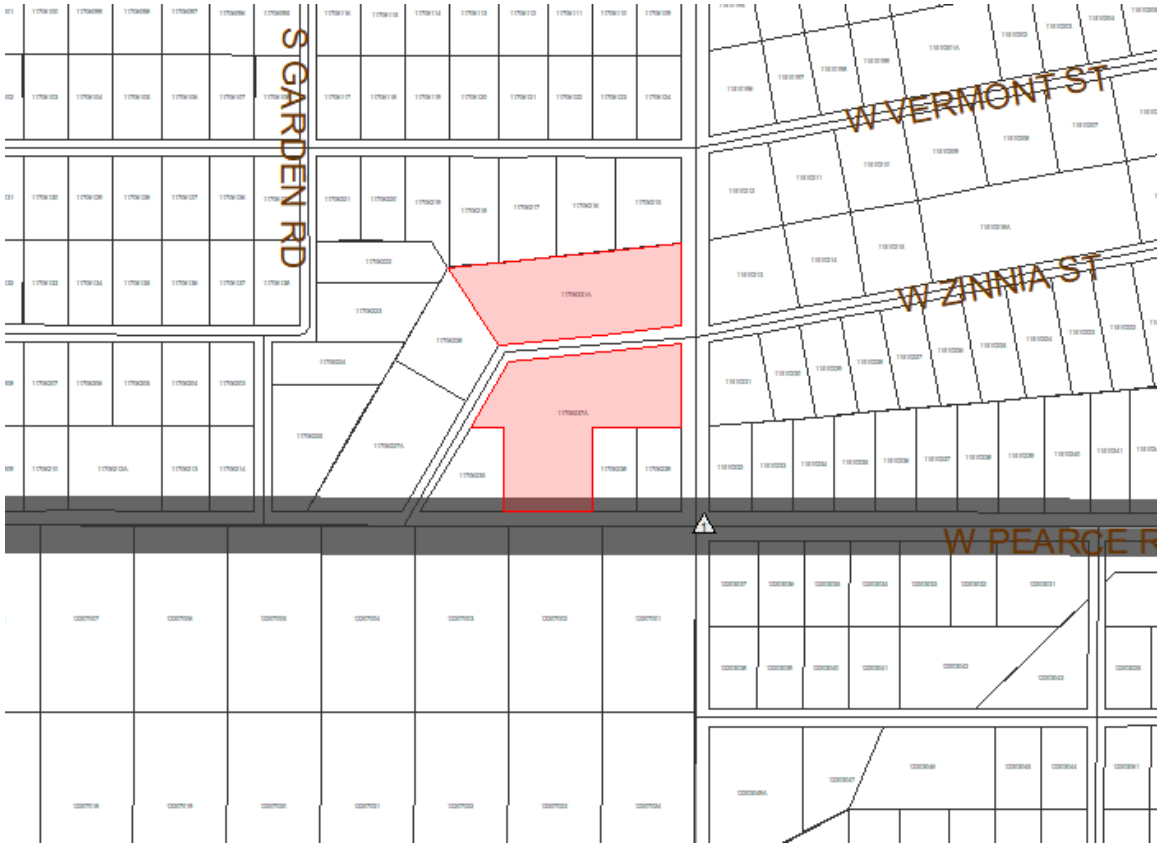


Parcels located south of Pearce Road are all also zoned RU-4. The current development pattern of the area are homes built on larger or multiple parcels. The proposed request would fit into the current and expected development pattern of the area.

A down zoning will not have any negative impacts on the surrounding properties, except as noted by citizens and discussed below.




W WINDSOR ST
S GARDEN RD
W VERMONT ST
W ZINNIA ST
MILEPOST 1, W PEARCE RD
W PEARCE RD
W BRYANT ST


S GARDEN RD
W VERMONT ST
W ZINNIA ST
W PEARCE R

IV. ANALYSIS OF IMPACTS

Mandatory Compliance

Section 2208.03 of the Zoning Regulations requires that the amendment of Zoning District boundaries take place in compliance with the Comprehensive or Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category "D" Rural Area. The Mid Sulphur Springs Valley Area Plan designates the area as Medium Density Residential. The rezoning is located in a Rural area, adjacent (South of Pearce Road) to existing RU-4 zoning. The Comprehensive Plan allows for downzoning's to RU-4.



Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Ten of the criteria are applicable to this request. Seven criteria are met as presented, two are met with conditions and one does not comply.

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

The proposal is intended to facilitate standard, rural home site development, but the parcel would be eligible for the full range of allowed Principal, Accessory, and Special Uses per Article 6 of the Zoning Regulations. The Rezoning to RU-4 is to allow the applicant's to be able to opt-out of Building Code and allow a rural living consisting of farming and animal raising. The RU designation does permit manufactured homes, which is a concern raised by citizens. Staff is recommending a condition of approval that would not allow a manufactured home to be constructed on the parcel.

2. Compliance with Applicable Site Development Standards: Complies

The 11 acre site is constrained by a wash on the north and King Street which bisects the rezoning. The applicant will be working with the right-of-way department to abandon a portion of the road, while maintain access to surrounding parcels. Even with the constraints there is adequate room for the applicant to meet the development standards (setbacks, height, etc.) which will be verified at permit submittal.

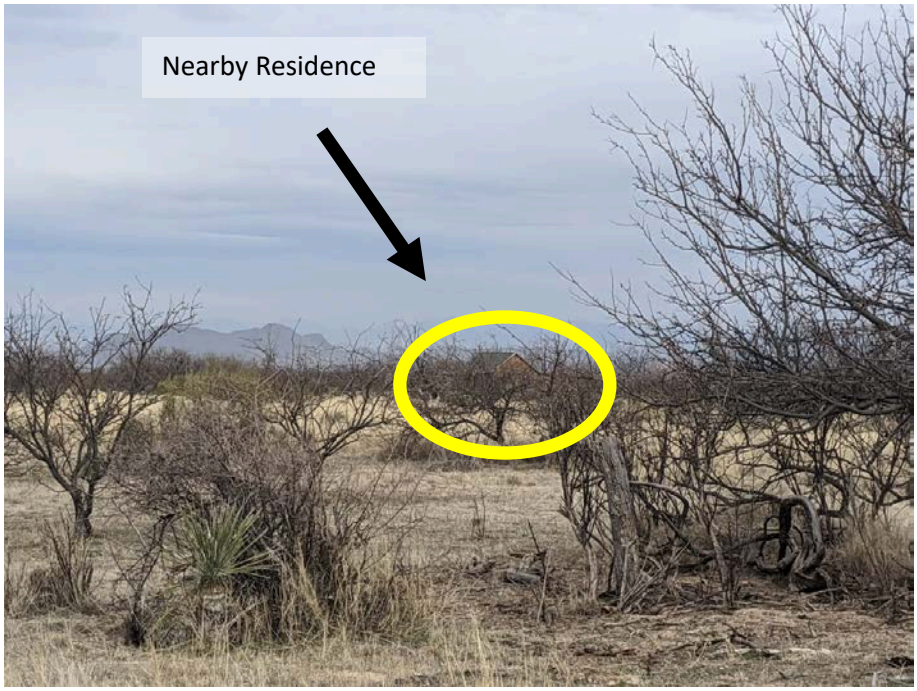
3. Adjacent Districts Remain Capable of Development: **Complies with condition**

With the condition of approval prohibiting manufactured homes, the proposal would not affect the development prospects of any neighboring property.



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

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



5. Compatibility with Existing Development: Complies

The parcel is located in a rural area with very scattered single family homes on larger lots. The photograph to the left shows one nearby neighbor to the east. The down zone to larger lots will be compatible with surrounding development.

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

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

7. Adequate Services and Infrastructure: Complies

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

8. Traffic Circulation Criteria: **Complies**

This rezoning request will not alter the layout or function of the existing roadway network and will not require right-of-way dedication or off-site improvements. If the Applicant decides to peruse the abandonment of King Street there will be no impact to the surrounding parcels as the road does not currently exist between the Applicants parcels. Rezoning from SR-42 to RU-4 would decrease the permitted density, with a corresponding decrease in potential traffic.

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

This parcel does not take access off a Major roadway. Both Pearce and Desert Roads are part of the County Maintenance system.

10. Infill: **Not Applicable**

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

11. Unique Topographic Features: Not Applicable

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

12. Water Conservation: Complies

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

13. Public Input: Complies with Conditions

As a downzoning, the Applicant was not required to complete a Citizen Review. Staff mailed notices to neighboring property owners within one mile of the subject property on February 3, 2020 . Staff posted the property on February 21, 2020 and published a legal notice in the Herald/Review February 21, 2020. Two responses in support and three in opposition were received. The opposition



citied increase in property tax, concern about segregating the community, fear that this rezoning would render their parcel unbuildable and as mentioned above, concern about manufactured homes being allowed. In order to help with the concern about manufactured homes, staff has included a condition prohibiting manufactured homes.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

15. Compliance with Area Plan: Does not Comply

The subject property lies within the Mid-Sulphur Springs Valley Area Plan. In the Area Plan, this parcel is designated as Medium Density Residential, which the plan defines as lot sizes of 12,000-square feet to two-acres. While the proposed zoning does not match this designation, it does match the actual pattern of development in the area, where most of the existing homes sit on four or more acres.

V. PUBLIC COMMENT

In response to County mailings, the Planning Department has received two responses in support, and three in opposition which are included in the packet.

VI. SUMMARY AND CONCLUSION

The request is for a downzoning, from SR-43 (Single Residential; one dwelling per 43,000 square feet), to RU-4 (Rural; one dwelling per four acres) on a 11-acre site located in Sunsites. At this time, the area is characterized by open expanses and widely scattered residential development and agriculture.

Factors in Favor of Approval

1. The request complies with nine of the applicable Rezoning factors used by Staff to analyze this request;
2. With the recommended Conditions the request would be in keeping with the character of the existing development in the area;
3. Two letters of support has been received.

Factors Against Approval

1. Three letters in opposition were received;
2. The request does not comply with one factor.

VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the request for a rezoning, from SR-43 (Single-Household Residential; one dwelling per 43,000 square feet) to RU-4 (Rural; one dwelling per four acres) on two parcels totaling 11.07 acres to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.
3. No mobile or manufactured homes shall be constructed on any portion of the 11.07 acres.

Rezoning Docket Z-20-01 (Longnecker)

✓ **YES,** I SUPPORT THIS REQUEST
Please state your reasons:
Great Idea. Less overcrowding.

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

(Attach additional sheets, if necessary)

PRINT NAME(S): Barbara J. Pickett

SIGNATURE(S): Barbara J Pickett

YOUR TAX PARCEL NUMBER: 115-10-06807 (the eight-digit identification number found on the tax statement from the Assessor's Office) Roll # 48002

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday February 24, 2020** to be included in the staff report to the Commission, and by **5PM on Monday March 16, 2020** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still personally make a statement at the **public hearing on March 11, 2020 for the Planning and Zoning Commission and April 7, 2020 for the Board of Supervisors.** NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Rezoning Docket Z-20-01 (Longnecker)

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

We support this request to keep the population down and protect the environment and water table

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

(Attach additional sheets, if necessary)

PRINT NAME(S): Mitchell Criswell Benetta Criswell

SIGNATURE(S): Mitchell Criswell
Benetta Criswell

YOUR TAX PARCEL NUMBER: 12207037 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday February 24, 2020** to be included in the staff report to the Commission, and by **5PM on Monday March 16, 2020** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still personally make a statement at the **public hearing on March 11, 2020 for the Planning and Zoning Commission and April 7, 2020 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Kirschmann, Robert

From: Mickey Shields <1991ksuwildcat@gmail.com>
Sent: Friday, February 21, 2020 7:11 PM
To: Kirschmann, Robert
Subject: Docket Z-20-01 (Longnecker)

CAUTION: EXTERNAL EMAIL*

Robert,

I think down zoning is a great idea. The less homes in that area the better! I understand that someone cannot 'opt out' with a manufactured home, but I would rather see this down zoning stay in the SR category, to more readily assure no manufactured/mobile homes.

Michell (Mickey) Shields
APN 117-05-194A

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

Cochise County

FEB 24 2020

Development Services

Rezoning Docket Z-20-01 (Longnecker)

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

_____

_____

_____

_____

_____

_____

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

I WAS LEFT this piece OF property By my PARents ON pond Death and if this PASSes I wont Be ABLE to Built A House that I WANT to Built ON Because I WOnt HAve ENOUGH property. It's NOT FAIR !! ~~property~~ will Be WORTHLESS !!

(Attach additional sheets, if necessary)

PRINT NAME(S): EILEEN THOMPSON

SIGNATURE(S): Eileen Thompson

_____

YOUR TAX PARCEL NUMBER: 115-09-436 0 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday February 24, 2020** to be included in the staff report to the Commission, and by **5PM on Monday March 16, 2020** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still personally make a statement at the **public hearing on March 11, 2020 for the Planning and Zoning Commission and April 7, 2020 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Rezoning Docket Z-20-01 (Longnecker)

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

_____

_____

_____

_____

_____

_____

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

I do not support changes to rezoning Docket Z-20-01 (Longnecker) if it can, will, or may result in a negative impact on current residents, landowners, or future residents, particularly due to increased property taxes or otherwise. Futhermore creating groups/or segregated communities would take away from the ambiance of the area. Thank you.

(Attach additional sheets, if necessary)

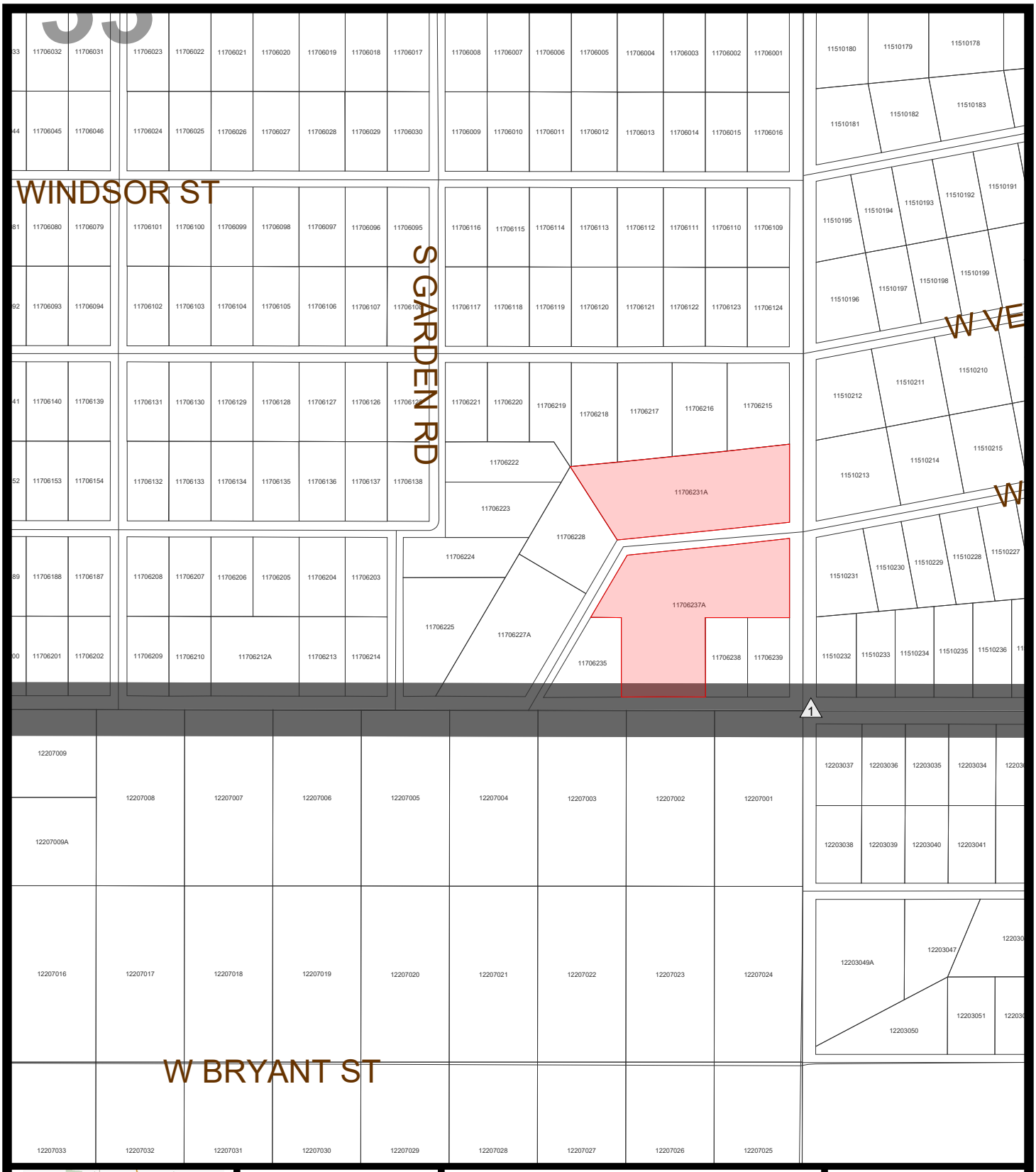
PRINT NAME(S): CHRISTINA J. SORIA

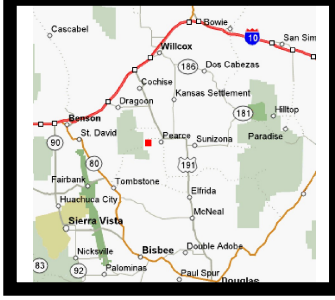
SIGNATURE(S): [signature]

YOUR TAX PARCEL NUMBER: 122-03-02803 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday February 24, 2020** to be included in the staff report to the Commission, and by **5PM on Monday March 16, 2020** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still personally make a statement at the **public hearing on March 11, 2020 for the Planning and Zoning Commission and April 7, 2020 for the Board of Supervisors.** NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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





COUNTY OF COCHISE
1881
ARIZONA

Exhibit A

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

0' 1" = 509'

RKirschmann, 2020-03-25 11:24:25
Cochise County (\\cc-gis1\geodesy\Encompass\Admin\Meta\View.Mdb)

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

COCHISE COUNTY

Z-20-01 (Longnecker)
A request to rezone from SR-43 to RU-4

Board of Supervisors

April 8, 2020

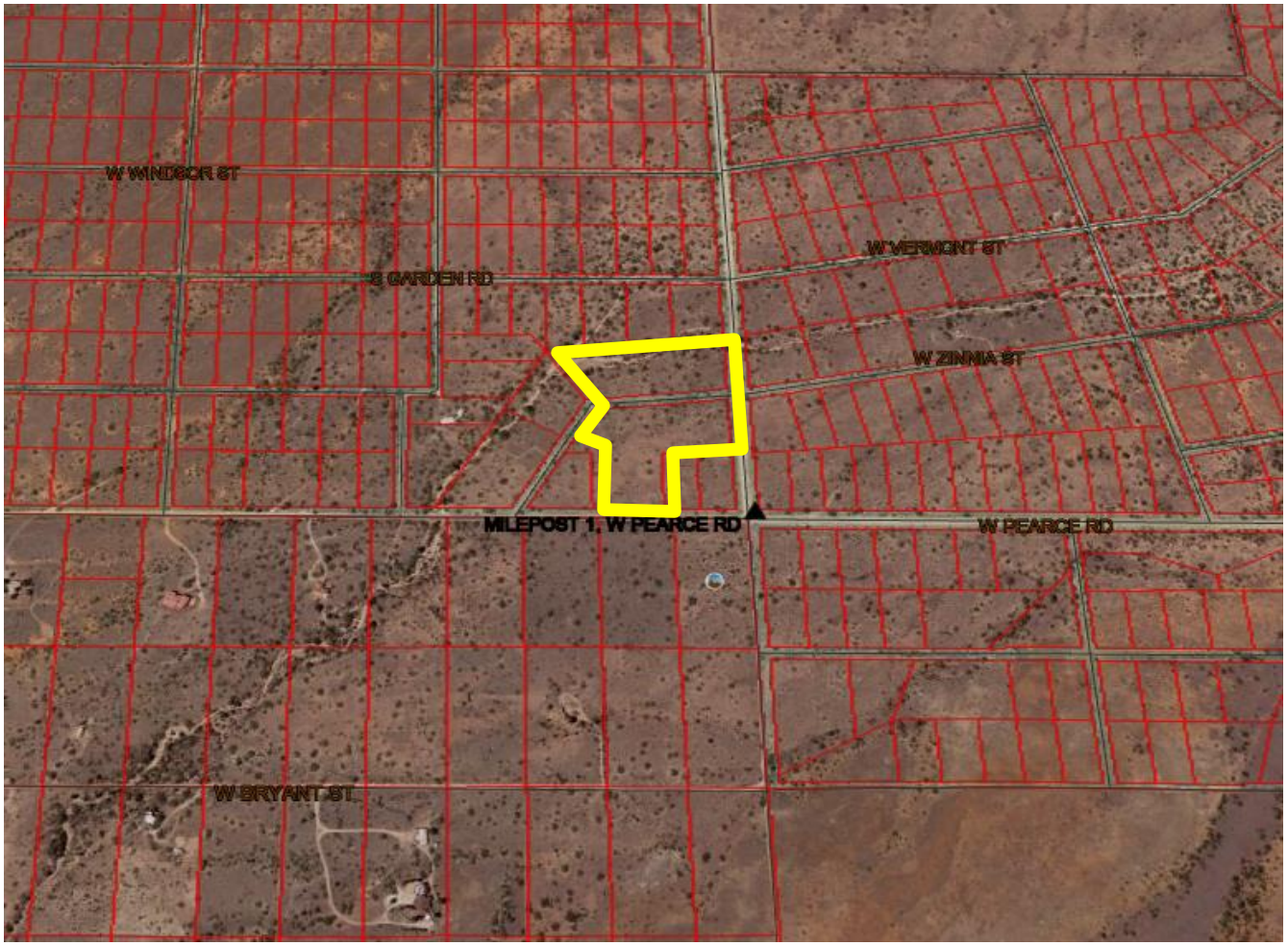
Public Programs…Personal Service

- The Planning and Zoning Commission recommended approval (5-2) to the Board at their meeting of March 11, 2020
- The Applicants are requesting a rezoning (down zoning) from SR-43 (Single-Household Residential; one dwelling per 43,000 square feet) to RU-4 (Rural; one dwelling per four acres)
- Parcels 117-06-231A and 237A and located north and south of King Street in Sunsites
- 11.07 acres
- The request is to facilitate use of the Owner Builder Opt-Out program and preserve the open space
- The Applicants are Jonathan and Ashley Longnecker

COCHISE COUNTY

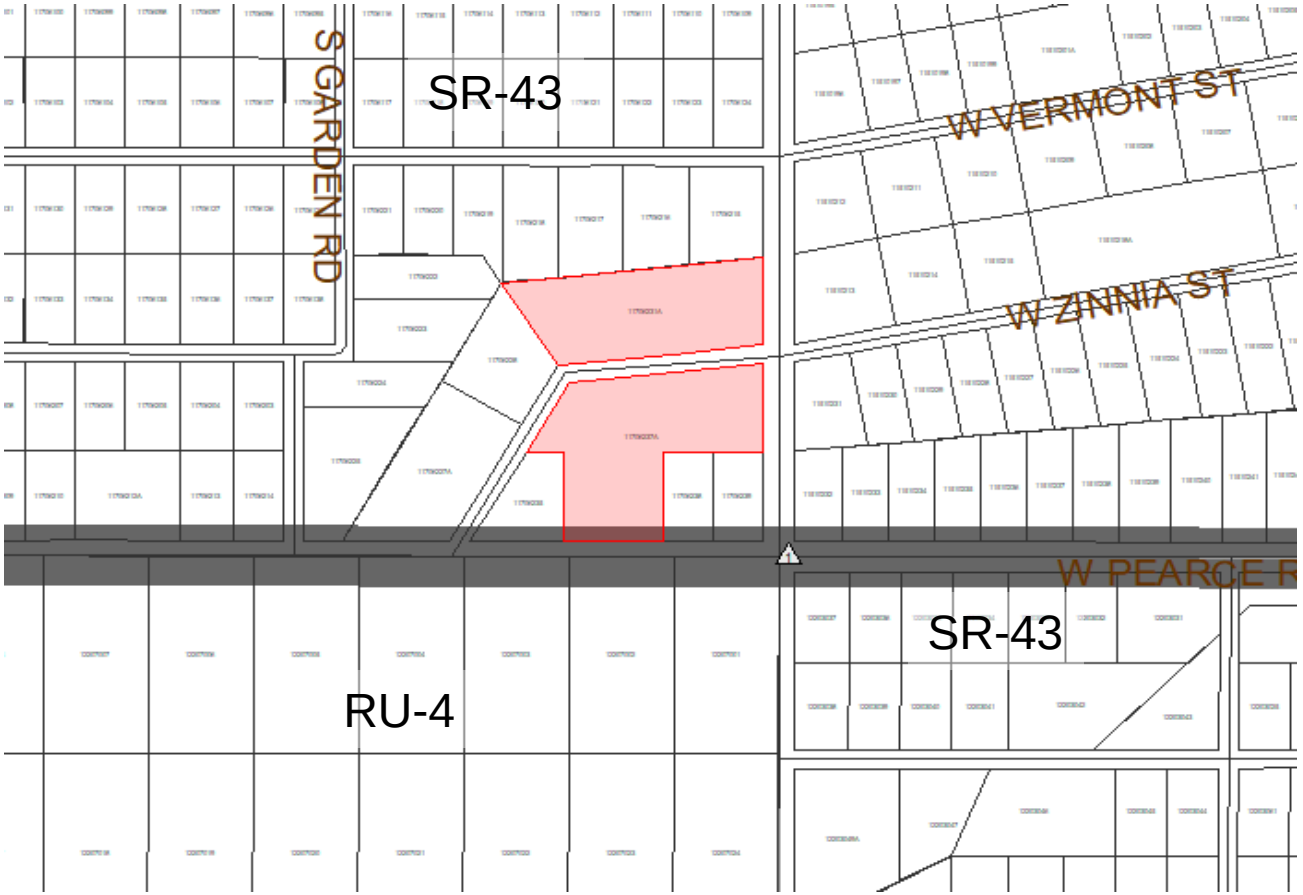
Docket Z-20-01 (Longnecker)

Location:

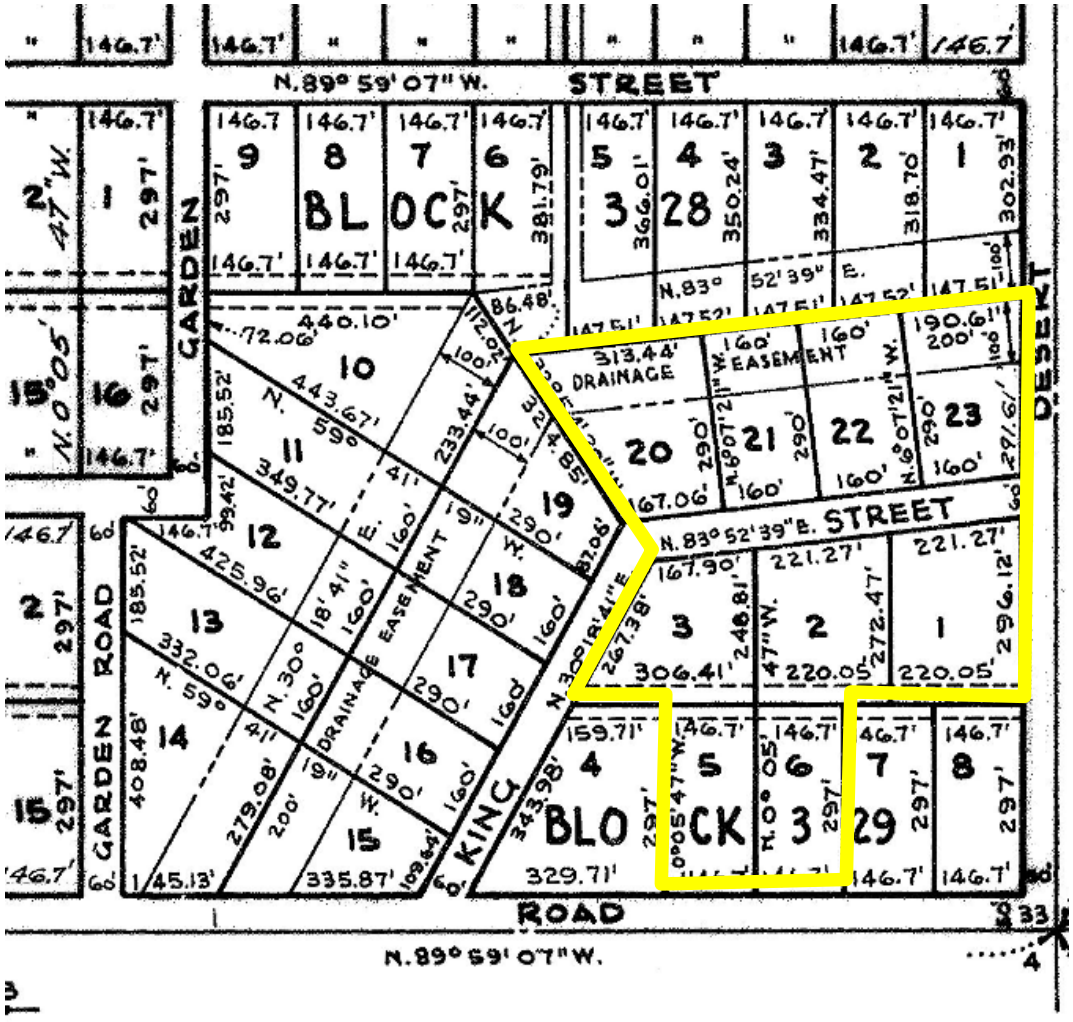


Docket Z-20-01 (Longnecker)

Location:



Plat Map


N. 89° 59' 07" W.
STREET
GARDEN
ROAD
BLOCK
DRAINAGE EASEMENT
313.44'
160'
EASEMENT
190.61'
200'
N. 83° 52' 39" E.
STREET
KING
ROAD
N. 89° 59' 07" W.
N
Public Programs...Personal Service

Public Input: Does not comply

- As of the writing of the Staff report:
  - Six in opposition
  - Two in Support
- Issues cited:
  - Concern about Manufactured homes
    - COA added prohibiting
  - Concern it changed the opponents zoning (2 letters)
  - Property value increase/decrease



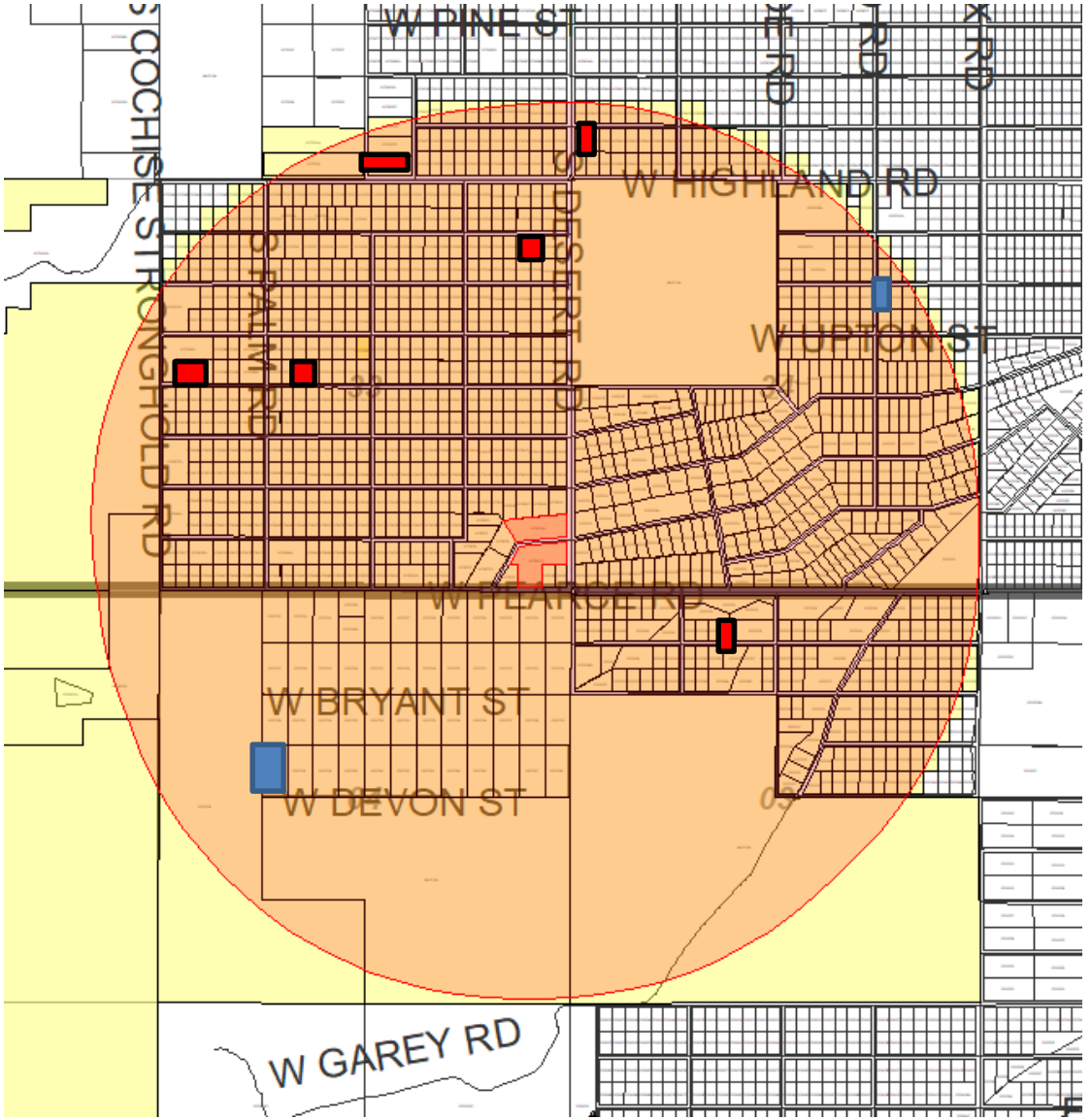
Compliance with Area Plan:
Does not comply

- Mid-Sulphur Springs Valley Area Plan
- Parcel is designated as Medium Density Residential
  - Defines as lot sizes of 12,000-square feet to two-acres.
- While the proposed zoning does not match this designation, it does match the actual pattern of development in the area, where many of the existing homes sit on four or more acres.

COCHISE COUNTY

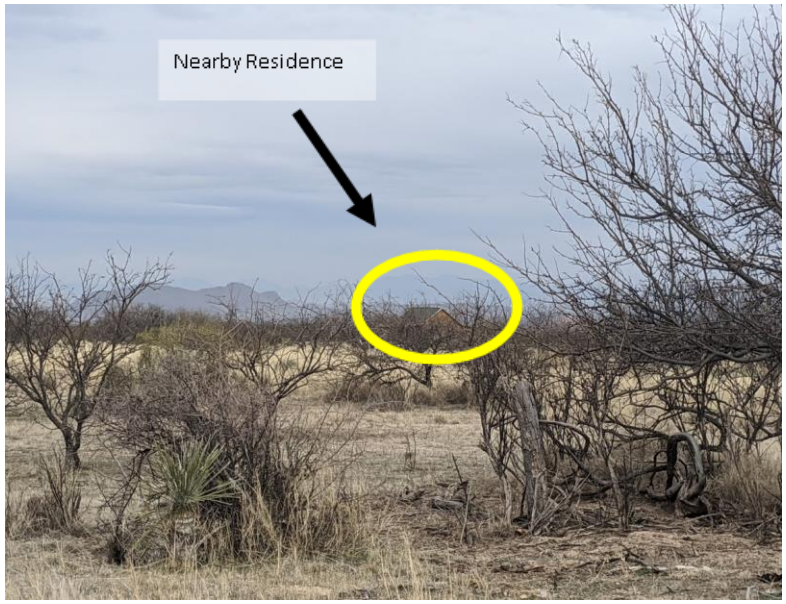
Docket Z-20-01 (Longnecker)

Public Input: Does not comply



Site Photos:





Factors in Favor and Against Approving the Rezoning:

Factors in Favor of Approval

1. The request complies with nine of the applicable Rezoning factors used by Staff to analyze this request;
2. With the recommended Conditions the request would be in keeping with the character of the existing development in the area;
3. Two letters of support has been received.

Factors Against Approval

1. Six letters in opposition were received;
2. The request does not comply with two factors.

COCHISE COUNTY

Planning Commission Recommendation: Conditional Approval

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.
3. No mobile or manufactured homes shall be constructed on any portion of the 11.07 acres.

Public Hearings 13.

Regular Board of Supervisors Meeting **Development Services**

Meeting Date:	04/07/2020		
Z-20-03 (Young)			
Submitted By:	Robert Kirschmann, Development Services		
Department:	Development Services		
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Robert Kirschmann	**TITLE of PRESENTER:**	Planner II
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	
Docket Number (If applicable):	Z-20-03 (Young)		

Information

Agenda Item Text:

Adopt Zoning Ordinance 20-06 amending certain Zoning district boundaries from SR43 (One dwelling per 43,000 square feet) to RU-4 (One dwelling per four acres), pursuant to the application of Charles and Karla Young.

Background:

The Applicants are requesting a rezoning (down zoning) from SR-43 (Single Residential; one dwelling per 43,000 square feet) to RU-4 (Rural; one dwelling per four acres). The parcels total 4.8 acres.

The subject parcels, APN 117-04-220-221 and 214-215 (now 117-04-221A) is located on West Orange Street and West Newland Street between South Garde Road and South Skyline Road in Pearce. It is further described as being situated in Section 28 of Township 17 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona. The Applicant is Karla Young. On Wednesday, March 11, 2020, the Cochise County Planning and Zoning Commission (Commission) voted 5-2 to recommended approval of rezoning Z-20-01 to the Board of Supervisors.

Department's Next Steps (if approved):

The Zoning Ordinance will be recorded

Impact of NOT Approving/Alternatives:

The parcels will remain SR-43.

To BOS Staff: Document Disposition/Follow-Up:

Please record the Zoning Ordinance and return to my attention. Thank you.

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

Zoning Ordinance
BOS Report
Staff Report
Application and Site Plan
Public Comments
Exhibit A
PowerPoint

ZONING ORDINANCE 20-___

AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM SR-43 TO RU-4, PURSUANT TO THE APPLICATION OF CHARLES AND KARLA YOUNG

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

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

WHEREAS, Tax Parcel 117-04-221A is zoned as SR-43, and was never developed in accordance with the SR-43 Zoning District; and

WHEREAS, Charles and Karla Young (the "Applicants") wish to bring the Zoning into compliance with the actual development pattern and wish to amend the zoning to RU-4; and

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

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

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

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by the Applicants; Chares and Karla Young; and

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

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

The zoning classifications for Tax Parcel 117-04-221A as shown on the map attached to this Resolution as Exhibit A, are changed from SR-43 to RU-4. The subject parcels are located on West Orange Street and West Newland Street between South Garden Road and South Skyline Road in Pearce. It is further described as being situated in Section 28 of Township 17 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona.

The Board of Supervisors approves Docket Z-20-03 subject to the following conditions of approval:

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

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

3. No mobile or manufactured homes shall be constructed on any portion of the 4.08 acres; and

4. The site plan provided for the Opt-Out permit shall clearly show the layout of buildings and the residence so that staff can confirm if the proposal fully complies with the Development Standards and Building Code requirements (i.e. minimum square footage and setbacks).

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 8th day of April 2020.

_____
Thomas E. Borer, Chair
Cochise County Board of Supervisors

ATTEST:

_____
Kim Lemons, CPCC
Clerk of the Board

APPROVED AS TO FORM:

Christine J. Roberts 3/27/2020
_____
Christine J. Roberts, Esq.
Chief Civil Deputy County Attorney

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

MEMORANDUM

TO: Cochise County Board of Supervisors
THROUGH: Ed Gilligan, County Administrator
FROM: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Planning Director
SUBJECT: Docket Z-20-03 (Young)
DATE: March 25, 2020 for the April 7, 2020 meeting

APPLICATION FOR A REZONING

The Applicants, Charles and Karla Young request a rezoning for a 44.8 acre parcel located on West Orange Street and West Newland Street between South Garde Road and South Skyline Road in Pearce.

On Wednesday, March 11, 2020, the Cochise County Planning and Zoning Commission (Commission) voted 5-2 to recommended approval of rezoning Z-20-03 to the Board of Supervisors.

The Rezoning Application requests to change the zoning from SR-43 to RU-4 . The rezoning will preserve the open space and permit the use of the Owner-Builder Opt-Out Amendment to the Cochise County Building Code.

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

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

Cochise County
Development Services

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

MEMORANDUM

TO: Cochise County Planning and Zoning Commission
FROM: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket Z-20-03 (Young)
DATE: February 28, 2020 for the March 11, 2020 Meeting

APPLICATION FOR A REZONING

The Applicants are requesting a rezoning (down zoning) from SR-43 (Single Residential; one dwelling per 43,000 square feet) to RU-4 (Rural; one dwelling per four acres). The parcels total 4.8 acres.

The subject parcels, APN 117-04-220-221 and 214-215 (now 117-04-221A) is located on West Orange Street and West Newland Street between South Garde Road and South Skyline Road in Pearce. It is further described as being situated in Section 28 of Township 17 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona. The Applicant is Karla Young.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

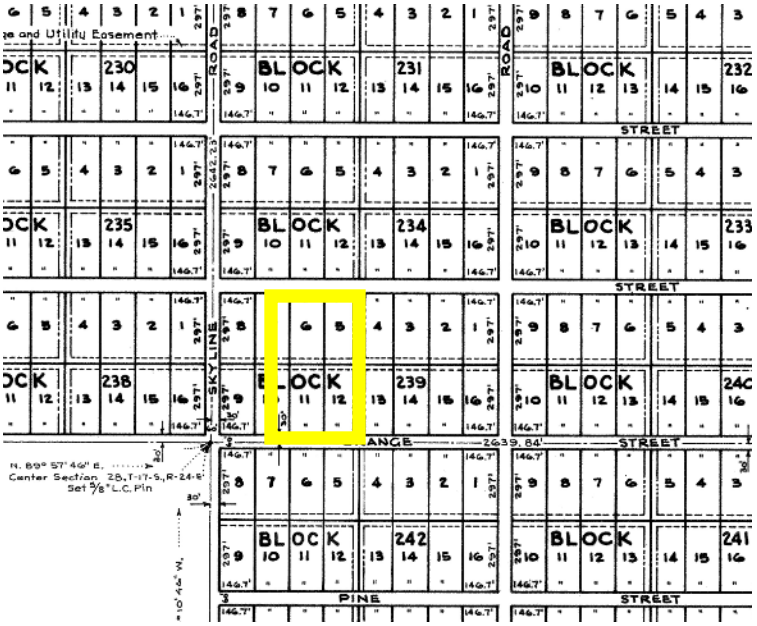
Parcel Size:	4.8 acres
Current Zoning:	SR-43 (Single-Household Residential; one dwelling per 43,000 square feet)
Proposed Zoning:	RU-4 (Rural; one dwelling per 4 acres)
Growth Area:	D – Rural Areas
Plan Designation:	Medium Density Residential
Area Plan:	Mid Sulphur Springs Valley Area Plan
Existing Uses:	Vacant Property
Proposed Uses:	Single Family Residential

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	SR-43	Single Rural Residence/vacant land
South	SR43	Single Rural Residence/vacant land
East	SR-43	Vacant land
West	SR-43/RU-4	Single Rural Residence/vacant land

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



II. PARCEL HISTORY

None

III. NATURE OF REQUEST

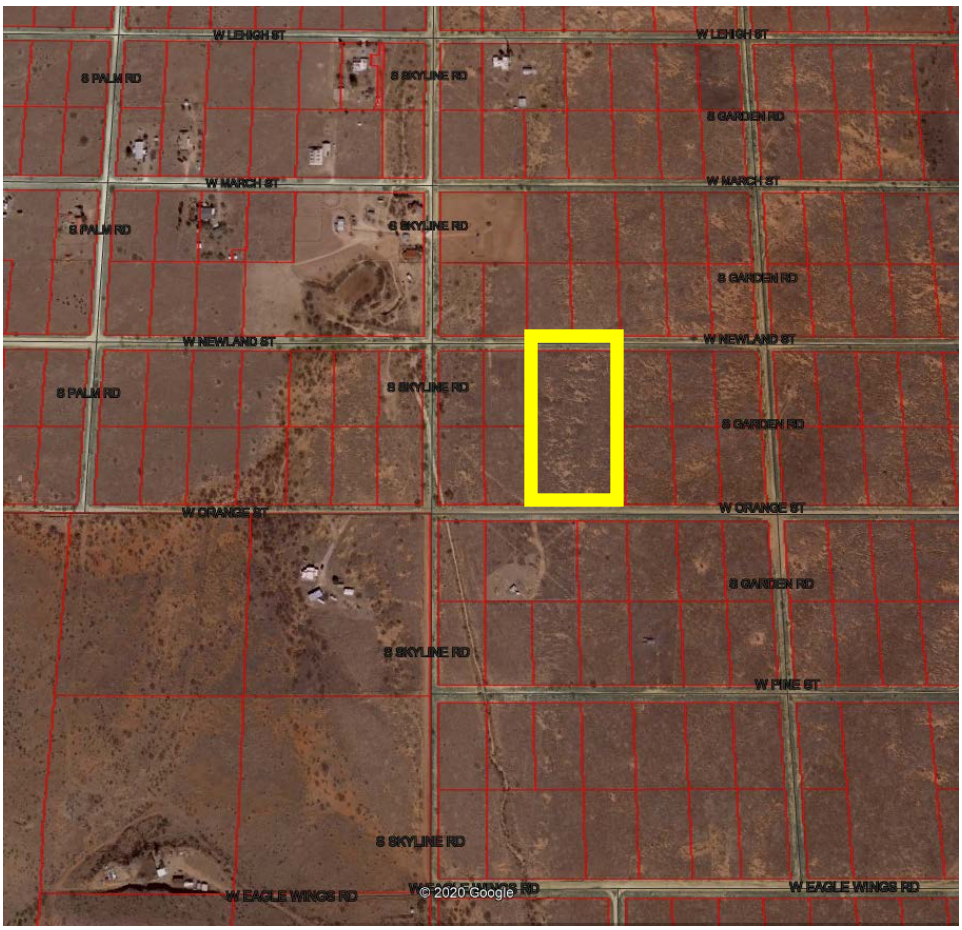
The Applicants are requesting to amend the zoning of their parcel from SR-43 to RU-4. This will preserve the open space and permit the use of the Owner-Builder Opt Out Amendment to the Cochise County Building Code on a 4.8 acre parcel.

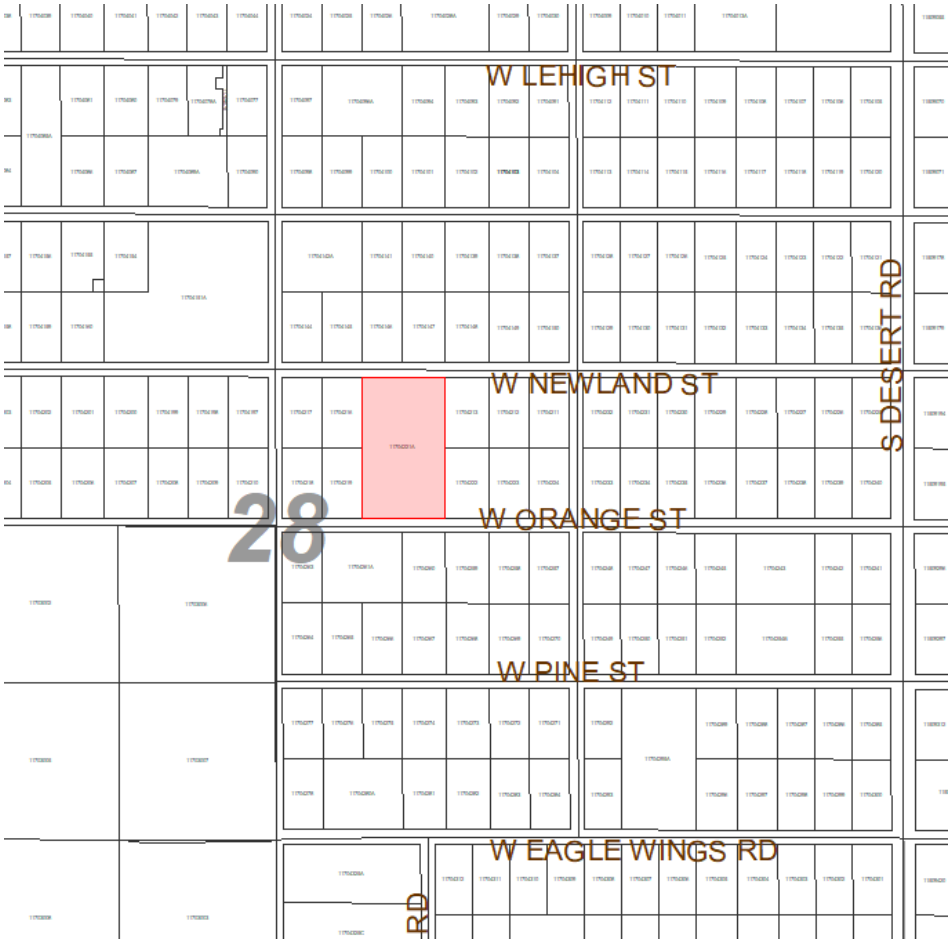
The area is largely vacant with a few scattered single family homes. The original plat can be found to the right. The four lots highlighted have been merged into one lot. There are existing utility easements that run east west through the property that the applicant is required to allow access to utility companies.

Parcels located northwest and southwest are zoned RU-4. The parcels located to the northwest were rezoned in 2002 are all also zoned RU-4. The current development pattern of the area are homes built on larger or multiple parcels. The proposed request would fit into the current and expected development pattern of the area.

A down zoning will not have any negative impacts on the surrounding properties, except as noted by citizens and discussed below.



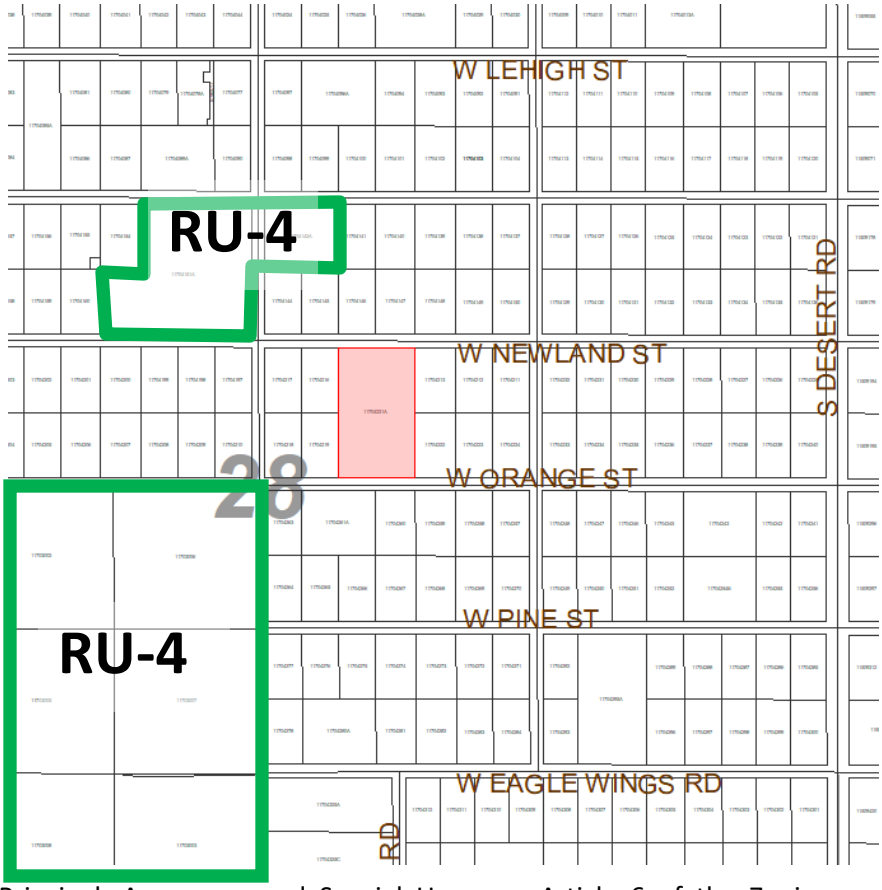

W LEHIGH ST
S PALM RD
S SKYLINE RD
S GARDEN RD
W MARCH ST
W NEWLAND ST
W ORANGE ST
W PINE ST
W EAGLE WINGS RD
© 2020 Google


W LEHIGH ST
W NEWLAND ST
S DESERT RD
28
W ORANGE ST
W PINE ST
W EAGLE WINGS RD

IV. ANALYSIS OF IMPACTS

Mandatory Compliance

Section 2208.03 of the Zoning Regulations requires that the amendment of Zoning District boundaries take place in compliance with the Comprehensive or Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category "D" Rural Area. The Mid Sulphur Springs Valley Area Plan designates the area as Medium Density Residential. The rezoning is located in a Rural area, with RU-4 Zoning occurring to the northwest and southwest. The Comprehensive Plan allows for downzoning's to RU-4.



Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Eleven of the criteria are applicable to this request. Six criteria are met as presented, four are met with conditions and one does not comply.

1. Provides an Adequate Land Use/Concept Plan: Complies with conditions

The proposal is intended to facilitate standard, rural home site development but the parcel would be eligible for the full range of allowed Principal, Accessory, and Special Uses per Article 6 of the Zoning Regulations. The Rezoning to RU-4 is to allow the applicant's to be able to opt-out of Building Code and allow a rural living consisting of farming and animal raising. The RU designation does permit manufactured homes, which is a concern raised by citizens. Staff is recommending a condition of approval that would not allow a manufactured home to be constructed on the parcel.



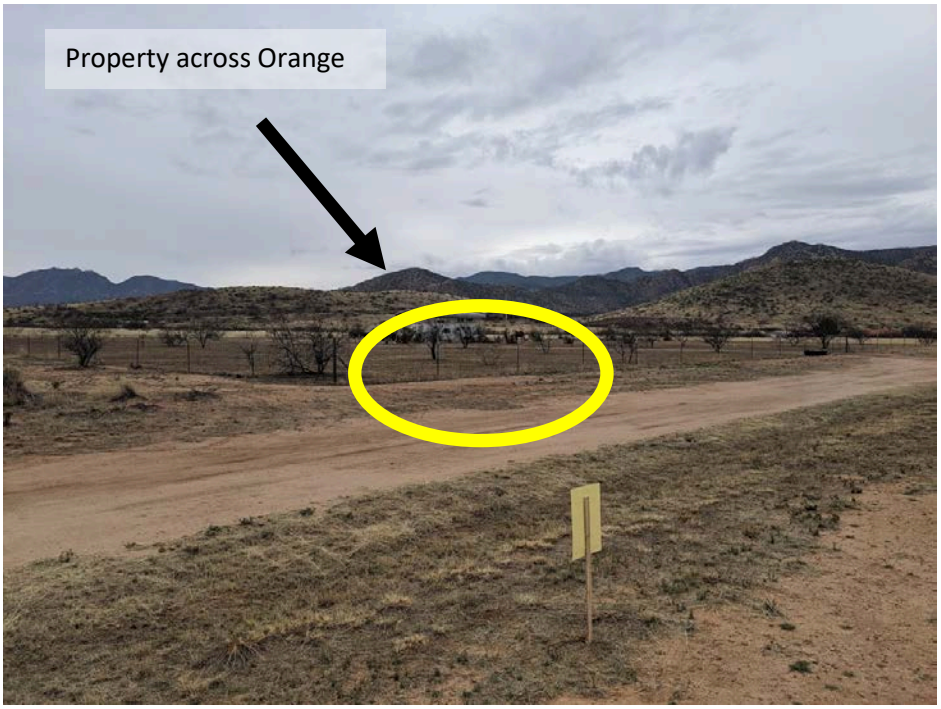
Additionally, the site plan does not clearly show the proposed structures and residence. A condition has been added that during permit submittal a clear site plan shall be presented, including a single family home that meets the Building Code requirements.

2. Compliance with Applicable Site Development Standards: Complies with conditions

The 4 acre site is flat and free of any significant obstacles to development. Even with the easements in the center of the property there is adequate room for all development standards to be met.

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

With the condition of approval prohibiting manufactured homes, the proposal would not affect the development prospects of any neighboring property.



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

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

5.Compatibility with Existing Development: Complies

The parcel is located in a rural area with very scattered single family homes on larger lots. The photograph to the left shows one nearby neighbor to the south. The down zone to larger lots will be compatible with surrounding development.

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

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

7. Adequate Services and Infrastructure: Complies

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

8. Traffic Circulation Criteria: **Complies**

This rezoning request will not alter the layout or function of the existing roadway network and will not require right-of-way dedication or off-site improvements. Rezoning from SR-43 to RU-4 would decrease the permitted density, with a corresponding decrease in potential traffic.

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

This parcel does not take access off a Major roadway.

10. Infill: **Not Applicable**

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

11. Unique Topographic Features: Not Applicable

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



12. Water Conservation: Complies

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



13. Public Input: Complies with Conditions

As a downzoning, the Applicant was not required to complete a Citizen Review. Staff mailed notices to neighboring property owners within one mile of the subject property on February 12, 2020 . Staff posted the property on February 21, 2020 and published a legal notice in the Herald/Review February 21, 2020. Seven responses in support and eleven in opposition were received. The opposition citied decrease in property values, fear that this rezoning would render their parcel unbuildable, increase in traffic, justification for future rezoning, and as mentioned above, concern about manufactured homes being allowed. In order to help with the concern about manufactured homes, staff has included a condition prohibiting manufactured homes.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

15. Compliance with Area Plan: Does not Comply

The subject property lies within the Mid-Sulphur Springs Valley Area Plan. In the Area Plan, this parcel is designated as Medium Density Residential, which the plan defines as lot sizes of 12,000-square feet to two-acres. While the proposed zoning does not match this designation, it does match the actual pattern of development in the area, where most of the existing homes sit on four or more acres.

V. PUBLIC COMMENT

In response to County mailings, the Planning Department has received seven responses in support, and eleven in opposition which are included in the packet.

VI. SUMMARY AND CONCLUSION

The request is for a downzoning, from SR-43 (Single Residential; one dwelling per 43,000 square feet), to RU-4 (Rural; one dwelling per four acres) on a 4.8-acre site located in Sunsites. At this time, the area is characterized by open expanses and widely scattered residential development and agriculture.

Factors in Favor of Approval

1. The request complies with nine of the applicable Rezoning factors used by Staff to analyze this request;

2. With the recommended Conditions the request would be in keeping with the character of the existing development in the area;

3. Seven letters of support has been received.

Factors Against Approval

1. Eleven letters in opposition were received;

2. The request does not comply with one factor.

VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the request for a rezoning, from SR-43 (Single-Household Residential; one dwelling per 43,000 square feet) to RU-4 (Rural; one dwelling per four acres) on two parcels totaling 4.08 acres to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.
3. No mobile or manufactured homes shall be constructed on any portion of the 4.08 acres.
4. The site plan provided for the Opt-Out permit shall clearly show the layout of buildings and the residence so that staff can confirm if the proposal fully complies with the Development Standards and Building Code requirements (I.E. minimum square footage and setbacks).

Print Form

Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

COCHISE COUNTY REZONING APPLICATION

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

1. Applicant's Name: Karla L. Young
2. Mailing Address: 5038 Toe Bars Trail

Milton, FL 32583
City State Zip Code

3. Telephone Number of Applicant: 336 926 6549
4. Telephone Number of Contact Person if Different: Charles Young (336) 242-3993
5. Email Address: kyoungfra@yahoo.com
6. Assessor's Tax Parcel Number: 117-04-221,214,220,215 Merge (Can be obtained from your County property tax statement) See Attached request to Merge (1)
7. Applicant is (check one):
   - Sole owner: _____
   - Joint Owner: Yes (See number 8)
   - Designated Agent of Owner: _____
   - If not one of the above, explain interest in rezoning: _____
7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:
   - List attached (if applicable): Charles S Young (3)
8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:

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

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

Cochise County
JAN 28 2020
Development Services

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

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:
   - Copy of deed of ownership: Attached (2)
   - Copy of title report: _____
   - Copy of tax notice: _____
   - Other, list: _____

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

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

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

13. Indicate existing Zoning District for Property: SR-43

14. Indicate proposed Zoning District for Property: R-U4

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

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

16. Comprehensive Plan Designation or Community Plan: Mid-Sulphur Springs Valley Area (A County planner can provide this information.)

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

17. Describe all structures already existing on the property: vacant land with perimeter fence

_____

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: Horse pasture 50%, Storage Bldg Attached (3)

for Horse Hay and Feed and tack. Septic connected to wash sink. Electricity to Storage. [redacted]

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

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

20. Which streets or easements will be used for traffic entering and exiting the property?
West Orange Street

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

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? None

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Klump Materials	Bulk Water Delivery
Sewer/Septic	Stamback Septic	New Septic
Electricity	Sulphur Springs Valley Elec Coop	New Service
Natural Gas		
Telephone		
Fire Protection		

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

This area has not developed. It remains extremely rural. Several owners have been approved to change to R-U4. This makes our request compatible. Most states in the US have rural zoning where horses are allowed. Our concern is SR-43 may change prohibiting their presence. R-U4 ensures our horses can remain. We plan to pass this property onto our children and want it to allow horses.

25. AFFIDAVIT

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

Applicant's Signature: Kurtis Young

Date: 1/22/2020

CONSENT SIGNATURE FORM

OF PROPERTY OWNERS WITHIN THE PROPOSED ZONING DISTRICT

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

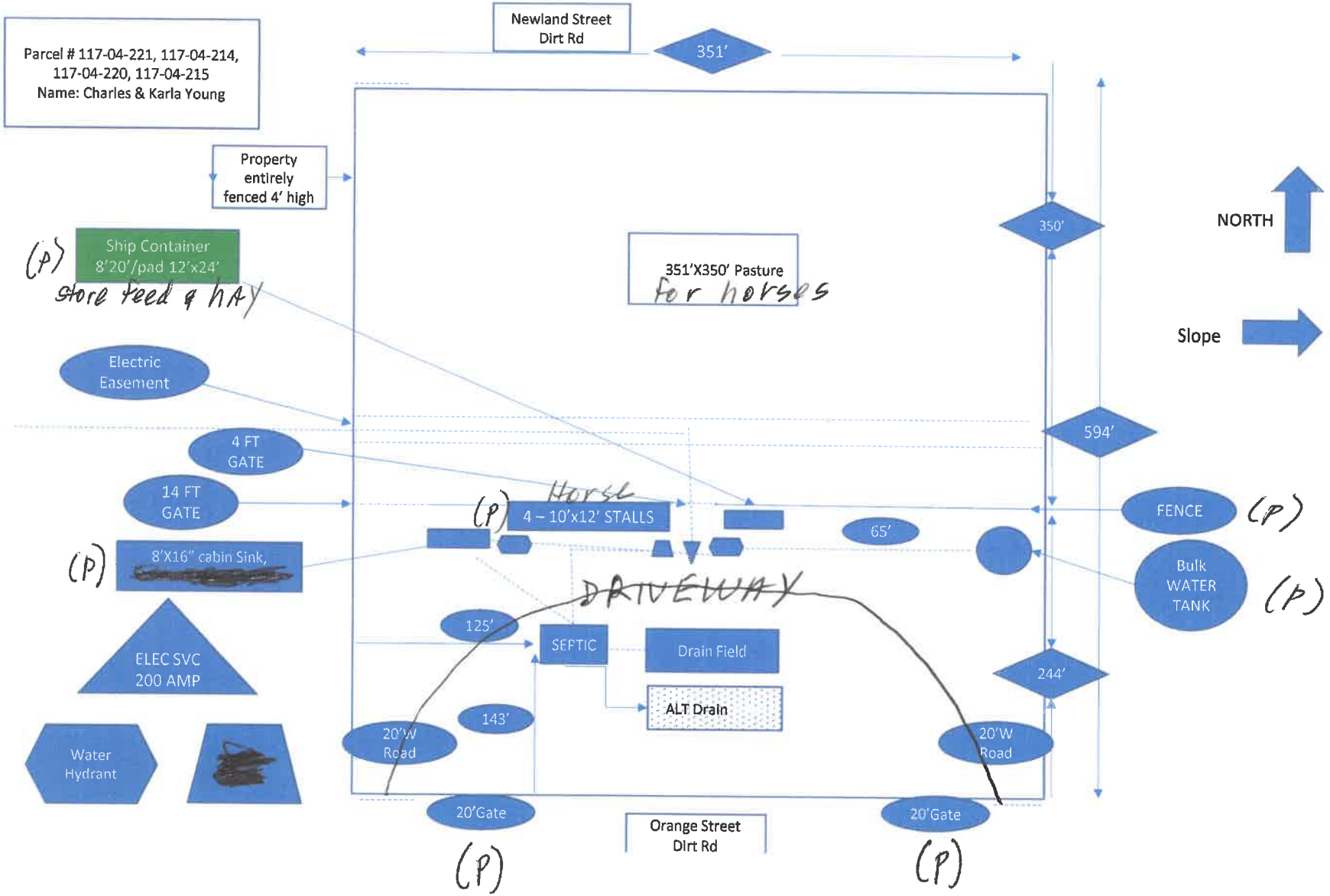
I, the undersigned owner of record of property which lies within the area of the proposed rezoning set forth in the attached application, do hereby consent to the proposed change of zoning district boundary or reclassification of the property(ies) sought for rezoning. I do hereby certify and declare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

Parcel Number	Owner of Record, Printed Name & Address	Signature	Date
117-04-221 117-04-214, 220, 215	Charles S Young 5038 Toe Bars 5038 Toe Bars Trl, Milton FL 32583		1/27/23

(Attach separate pages if necessary)

Rezoning Application Evaluation Criteria

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



Attachment (3)

To: Cochise County Land Development

From: Charles and Karla Young

Re: Our 4 acres on West Orange Street, Sunsites, Pearce AZ

My husband and I are retiring from the work force in less in less than six months. We have purchased land in two states: Arizona and Florida. We are currently attempting to develop the land in both states. This is taking time since we are both working demanding jobs. Our current jobs are not in AZ or FL.

We plan to own two homes and travel between the two. The Florida home is being built first and we expect that it will be done in about one year. The property is already set up for horses there with fencing, barn w/stalls and storage for feed and hay. The Arizona property will also have a home but it will built at a later time. We are hoping to OPT OUT, self- build, and take our time to build. During the building process in Arizona, we will bring our horses so we can enjoy the scenic trail riding during downtimes. The end goal is to make Arizona the primary residence and visit family in Florida occasionally.

Thank you,

Karla Young

Young, Karla L

From:	Young, Karla L
Sent:	Tuesday, January 14, 2020 12:42 PM
To:	Karla Young
Cc:	Charles Young (y_charles52@yahoo.com)
Subject:	FW: Combine Request Form Attached
Attachments:	CochiseAssessorMergePlots.pdf

From: Bandosz, Maureen <MBandosz@cochise.az.gov>
Sent: Tuesday, January 14, 2020 12:41 PM
To: Young, Karla L <kalyoung@novanthealth.org>
Cc: Karla Young <kyoungfra@yahoo.com>
Subject: RE: Combine Request Form Attached

WARNING: This email originated from **outside** of Novant Health.
Do not click links or open attachments unless you recognize the sender & are expecting the message.

Attachment (1)

Karla,

This is to confirm receipt of your email with the attachment. It has been forwarded to our transfer department to process for tax year 2021 accordingly.

Per our phone conversation, I requested that Susanna call you on your cell phone at her first opportunity. The new parcel number will be assigned once the parcel combine request is processed.

Regards,

Maureen G. Bandosz
Administrative Assistant
Cochise County Assessor's Office
1415 Melody Lane, Building B
PO Box 168
Bisbee, AZ 85603-0168

County of Cochise
OFFICE OF THE COUNTY ASSESSOR
PO Drawer 168, Bisbee AZ 85603
(520) 432-8650 FAX (520) 432-8698
E-Mail: assessor@cochise.az.gov

Philip S. Leiendecker
Assessor

Felix Dagnino
Chief Deputy Assessor

REQUEST TO COMBINE (ARS 42.15058)

1. All parcels to be combined must be **contiguous** (touching).
2. Property must be **Titled in the same name** (ownership) and deed type.
   If one parcel is held in Joint Tenancy, all parcels must be held in Joint Tenancy.
3. Property must be located within the **same Tax Area Code**.
4. Property **Taxes must be paid** to date. Parcels cannot be combined that have back taxes due.
5. Request To Combine **form must be completely filled out**.
   A. Owner is required to **sign the combine** form.
   B. A **telephone number** or a contact number is requested.
6. Return form to the Cochise County Assessor.
7. Request **will not** be approved/processed if a **Senior Property Freeze is in place.**
8. Request **will not** be approved /processed if property is **qualified under the State Historic Property Tax Program (SHPO).**

Please Combine The Following Parcels Into One Parcel: (list parcel #'s)
117-04-221, 117-04-214, 117-04-220, 117-04-215

Karla Young
Please Print Name (owner)

Karla Young
Signature (owner)

1/14/2020
Date

(336) 926 6549
Telephone / Contact Number

Mailing Address for Tax Bill:
5038 Toe Bars Trail
Milton, FL 32583

Are Structures/Buildings Located on These Parcels: YES ☐ NO ☒

If Yes, Please Specify: _____

_____

INCOMPLETE INFORMATION WILL VOID YOUR COMBINE REQUEST

OFFICE USE ONLY

Deeds: ☐ Taxes: ☐ Contiguous: ☐

Imp: ☐ AG: ☐ Area Code: ☐

PP ☐ Sr. Freeze: ☐ SHPO: ☐

TAX YEAR: _____

Cancel: _____

Cancel: _____

Cancel: _____

Add: _____

Newland Street (Dirt)

Prop Lines — PL
Water Line — W
Elec Line — E
Prop Dimen — PL
Fence 4' barbed wire
Sewer Line — S

PL 351

N
W E
S

11ft' gate

351 X 350
Horse Pasture

LAND VACANT

Power Pole

16' gate "p"

PUE 40'

4' gate "p"

10x12 | 10x12 | 10x12 | 10x12

Steel Horse Stalls

20'
HAY (Horse STORAGE 8'

Water Tank Bulk

HORSE GRAIN & PUMP HOUSE
16 8"

DRIVEWAY

8-10'

E
S
E
ELEC

DIRT

Septic Drop "p"
RV

W

Septic

DRAIN Field

DRAIN Field

30 X 40
Metal Home
"p"

PUE PUE

• "p" Septic Cleanout for RV Horse Trailer

20' GATE

PL

20 foot gate "p"

594

VACANT LAND

Kirschmann, Robert

From: Deborah Taylor <djtrpt@gmail.com>
Sent: Tuesday, February 25, 2020 9:34 AM
To: Kirschmann, Robert
Subject: Regarding Docket Z-20-03 (Young)

CAUTION: EXTERNAL EMAIL*

After our chance meeting with you at the Young property and discussing what the Youngs plan is for their property we have no objection to their request to down zone their property from SR-43 to an RU-4. Our parcel number is 117-04-179A2.

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

Rezoning Docket Z-20-03 (Young)

Cochise County

FEB 24 2020

Development Services

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

_____

_____

_____

_____

_____

_____

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

We want our area to remain as prestine as posible with development. Homes that are built on site that fit the theme of the south west will help do that. The value of our home may be downgraded by allowing homes that aren't built on site with a south west look in mind.

(Attach additional sheets, if necessary)

PRINT NAME(S): Royal & Deborah Taylor

SIGNATURE(S): Royal Taylor
Deborah Taylor

YOUR TAX PARCEL NUMBER: 117-04-179A2 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday February 24, 2020** to be included in the staff report to the Commission, and by **5PM on Monday March 16, 2020** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still personally make a statement at the **public hearing on March 11, 2020 for the Planning and Zoning Commission and April 7, 2020 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Rezoning Docket Z-20-03 (Young)

X **YES**, I SUPPORT THIS REQUEST
Please state your reasons:
LESS DENSITY EQUALS BETTER ENVIRONMENT

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

(Attach additional sheets, if necessary)

PRINT NAME(S): THOMAS RICHARDS

SIGNATURE(S): TRJ Richards

YOUR TAX PARCEL NUMBER: 117-02-465 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday February 24, 2020** to be included in the staff report to the Commission, and by **5PM on Monday March 16, 2020** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still personally make a statement at the **public hearing on March 11, 2020 for the Planning and Zoning Commission and April 7, 2020 for the Board of Supervisors.** NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Rezoning Docket Z-20-01 (Longnecker)

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

No Comment At This Time

Thank You

Richard Esther Morales

(P.S. Good Idea)

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

(Attach additional sheets, if necessary)

PRINT NAME(S): _____

SIGNATURE(S): _____

_____

YOUR TAX PARCEL NUMBER: 11705027 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday February 24, 2020** to be included in the staff report to the Commission, and by **5PM on Monday March 16, 2020** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still personally make a statement at the **public hearing on March 11, 2020 for the Planning and Zoning Commission and April 7, 2020 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Cochise County
FEB 19 2020
Development Services

Rezoning Docket Z-20-03 (Young)

✓ **YES**, I SUPPORT THIS REQUEST

Please state your reasons:

I am in favor of combining and re-zoning these lots in the old Horizon project. I think that the county and resident would have a more dependable tax base if the properties were larger and more valuable. People would be less likely to let the taxes go unpaid. I also like the freedom to build a home of your choice on their private property. I hope to do this myself in the near future.

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

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S): Mark + Amber Landwerlen

SIGNATURE(S): [signature]

Amber Landwerlen

YOUR TAX PARCEL NUMBER: 117-04-204-02 (the eight-digit identification number found on the tax statement from the Assessor's Office) 117-04-205-05 117-04-206-8

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

Rezoning Docket Z-20-03 (Young)

YES, I SUPPORT THIS REQUEST
Please state your reasons:

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

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(Attach additional sheets, if necessary)

PRINT NAME(S): _____

SIGNATURE(S): Mr Carl Kingsley USAF Ret
1830 W Brookwood Ct
Phoenix, AZ 85045



YOUR TAX PARCEL NUMBER: 115092 MT (the eight-digit identification number found on the tax statement from the Assessor's Office)

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

Rezoning Docket Z-20-03 (Young)

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

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

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(Attach additional sheets, if necessary)

PRINT NAME(S): Stephen W. Heck Jr

SIGNATURE(S): _____

YOUR TAX PARCEL NUMBER: 115-09-32202 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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Bisbee, AZ 85603

Rezoning Docket Z-20-03 (Young)

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

I SEE NO REASON WHY NOT TO ALLOW THE REZONE

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

(Attach additional sheets, if necessary)

PRINT NAME(S): Didi Freiman (SOUTHWEST SUN LAND LLC)

SIGNATURE(S): _____

YOUR TAX PARCEL NUMBER: 117-04-209, 266, 267, 277 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603

Cochise County

FEB 24 2020

Development Services

Rezoning Docket Z-20-03 (Young)

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

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

We specifically purchased our house in this AREA Because All the Sigle Residences were Stick Built
We ARE ~~Against~~ Against having this DeZoning-
the DeZoning will lower our property VALues.

(Attach additional sheets, if necessary)

PRINT NAME(S): LISA + FRANK Rusche

SIGNATURE(S): Lisa Rusche

YOUR TAX PARCEL NUMBER: 117.04-089A (the eight-digit identification number found on the tax statement from the Assessor's Office)

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Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603

Cochise County

FEB 24 2020

Development Services

Rezoning Docket Z-20-03 (Young)

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

X **NO**, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:
It will effect the value of other property owners who do not and cannot get the required 4 acres to build their home.

(Attach additional sheets, if necessary)

PRINT NAME(S): KIM S. STARKEY

SIGNATURE(S): [signature]

YOUR TAX PARCEL NUMBER: 117-02-348 B (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday February 24, 2020** to be included in the staff report to the Commission, and by **5PM on Monday March 16, 2020** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still personally make a statement at the **public hearing on March 11, 2020 for the Planning and Zoning Commission and April 7, 2020 for the Board of Supervisors.** NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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Cochise County Planning Department
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Bisbee, AZ 85603

Rezoning Docket Z-20-03 (Young)

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

X **NO,** I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:
Changes to the current layout may affect the surrounding residents/landowners negativly.

(Attach additional sheets, if necessary)

PRINT NAME(S): Jose J. Soria

SIGNATURE(S): [signature]

YOUR TAX PARCEL NUMBER: 115-09-03808 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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1415 Melody Lane, Building F
Bisbee, AZ 85603

Rezoning Docket Z-20-03 (Young)

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

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

WE HAVE TWO 1 ACRE PARCELS AND DO NOT WANT ANY CHANGES LIKE THIS TO THE NEIGHBORHOOD. THIS CHANGE WOULD EFFECT OUR FUTURE PLANS FOR OUR PROPERTY. Mobile Homes usually decrease property values. We would be affected as well as everyone else who has land or homes in the area.

(Attach additional sheets, if necessary)

PRINT NAME(S): Kevin W. Morris Linda L. Morris

SIGNATURE(S): [signature] Linda L. Morris

YOUR TAX PARCEL NUMBER: 117 02287 / 117 02288 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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

Rezoning Docket Z-20-03 (Young)

Cochise County
FEB 24 2020
Development Services

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

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

I Paige Tracy do not support this request due to this will lower my property value.

(Attach additional sheets, if necessary)

PRINT NAME(S): Paige Tracy

SIGNATURE(S): Paige Tracy

YOUR TAX PARCEL NUMBER: 11704151A (1) (the eight-digit identification number found on the tax statement from the Assessor's Office) 11704142A (2)
11704197 (3)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday February 24, 2020** to be included in the staff report to the Commission, and by **5PM on Monday March 16, 2020** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still personally make a statement at the **public hearing on March 11, 2020 for the Planning and Zoning Commission and April 7, 2020 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603

Cochise County

Rezoning Docket Z-20-03 (Young) FEB 24 2020

Development Services

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

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

IT WILL INCREASE NEIGHBORHOOD TRAFFIC AND NOISE, DISRUPT PLANNED ZONING IN THE MIDDLE OF AN ALREADY ESTABLISHED BLOCK, AND CAN BE USED AS JUSTIFICATION FOR FUTURE ADDITIONAL ZONING CHANGES TO THE IMMEDIATE SURROUNDING AREA. I BELIEVE IT WILL ALSO REDUCE FUTURE LAND/HOME PRICES IN THE IMMEDIATE AREA.

(Attach additional sheets, if necessary)

PRINT NAME(S): DONALD M. SMITH

SIGNATURE(S): Donald M. Smith 02-21-2020

YOUR TAX PARCEL NUMBER: 11704269 (the eight-digit identification number found on the tax statement from the Assessor's Office)
11704258

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday February 24, 2020** to be included in the staff report to the Commission, and by **5PM on Monday March 16, 2020** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still personally make a statement at the **public hearing on March 11, 2020 for the Planning and Zoning Commission and April 7, 2020 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603

Rezoning Docket Z-20-03 (Young)

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

X **NO,** I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:
PLEASE, NO MOBILE HOME ALLOWED
IF MORE ACRES NEEDED FOR STICK BUILT
JUST COMBINE.

(Attach additional sheets, if necessary)

PRINT NAME(S): SANDRA D TREIBER

SIGNATURE(S): Sandra Treiber

YOUR TAX PARCEL NUMBER: 11702409A4 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603

Rezoning Docket Z-20-03 (Young)

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

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

My PARENTS left me This piece OF property when They Died, and I WAS SAVING money TO BE ABLE TO Build A House on it. IF This goes Through I won't BE ABLE to. my property + Dream will BE worth less! PLEASE DON'T ALLOW This TO Happen!!

(Attach additional sheets, if necessary)

PRINT NAME(S): EILEEN THOMPSON

SIGNATURE(S): Eileen Thompson

YOUR TAX PARCEL NUMBER: 11509436 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603

Rezoning Docket Z-20-03 (Young)

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

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

BUILT A HOUSE HERE BECAUSE NO MOBILE HOMES OR MANUFACTURED HOMES WERE ALLOWED. RU 4 WOULD ALLOW THESE HOMES. PROPERTY VALUES WOULD DECREASE. I DO NOT SUPPORT THIS

(Attach additional sheets, if necessary)

PRINT NAME(S): HORST O. EBERSPAECHER

SIGNATURE(S): Horst O. Eberspaecher

YOUR TAX PARCEL NUMBER: 11704064 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603

Cochise
County

FEB 24 2020

Development
Services

Cochise County
FEB 24 2020
Development Services

Rezoning Docket Z-20-03 (Young)

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

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

1) Down zoning will diminish our property values.
2) Down zoning will not preserve our neighborhood character.

_____

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(Attach additional sheets, if necessary)

PRINT NAME(S): Wayne Hollenkamp Dolores M. Hollenkamp

SIGNATURE(S): Wayne Hollenkamp

Dolores M. Hollenkamp

YOUR TAX PARCEL NUMBER: 11704096A
11704099
11704100 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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

Kirschmann, Robert

From: Lopez, Sonia
Sent: Monday, February 24, 2020 5:20 PM
To: Kirschmann, Robert
Subject: FW: Docket Z-20-03 (Young): Proposed zoning change from SR-43 to RU-4 - Attn Robert Kirschmann, Planner II

Sonia Lopez
Senior Planning Technician
Cochise County Community Development
Development Services Department
1415 Melody Lane, Building F
Bisbee, AZ 85603
520-432-9300
520-432-9278 fax

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

-----Original Message-----
From: Carolyn Sortor <carolyn@bbgun.com>
Sent: Monday, February 24, 2020 4:57 PM
To: Planning and Zoning <planningandzoning@cochise.az.gov>
Subject: Docket Z-20-03 (Young): Proposed zoning change from SR-43 to RU-4 - Attn Robert Kirschmann, Planner II

CAUTION: EXTERNAL EMAIL*

Dear Mr. Kirschmann,

Thank you for speaking with me regarding the proposed zoning change referred to above. As I understand, one effect of the change would be to reduce the standards applicable to structures on the subject property and therefore to increase the risk of potential negative effects on the neighborhood and the value of nearby properties including the parcel I own. I therefore object to the proposed re-zoning, while also reserving any and all rights I may have to object on other grounds.

Carolyn Sortor
Owner, Arizona Sun Sites #2, Lot 10, Block 227, Pearce, AZ (on LeHigh St.)

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

11704144 | 11704145 | 11704146 | 11704147 | 11704148 | 117

04199 | 11704198 | 11704197 | S SKYLINE RD | 11704217 | 11704216 | 11704221A | 11704213 | 117

04208 | 11704209 | 11704210 | 11704218 | 11704219 | 11704222 | 117

28

11703006

11704263 | 11704261A | 11704260 | 11704259 | 117

11704264 | 11704265 | 11704266 | 11704267 | 11704268 | 117

S SKYLINE RD

Legend
- Townships
- Sections
- Incorporated Limits
- Roads
- Parcels
- Milepost
- Current Features



COUNTY OF COCHISE ★ 1881 ★ ARIZONA

Exhibit A

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

0' 1" = 193'

RKirschmann, 2020-03-26 14:45:08
Cochise County (\\cc-gis1\geodesy\Encompass\Admin\Meta\View.Mdb)

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

COCHISE COUNTY

Z-20-03 (Young)
A request to rezone from SR-43 to RU-4

Board of Supervisors

April 7, 2020

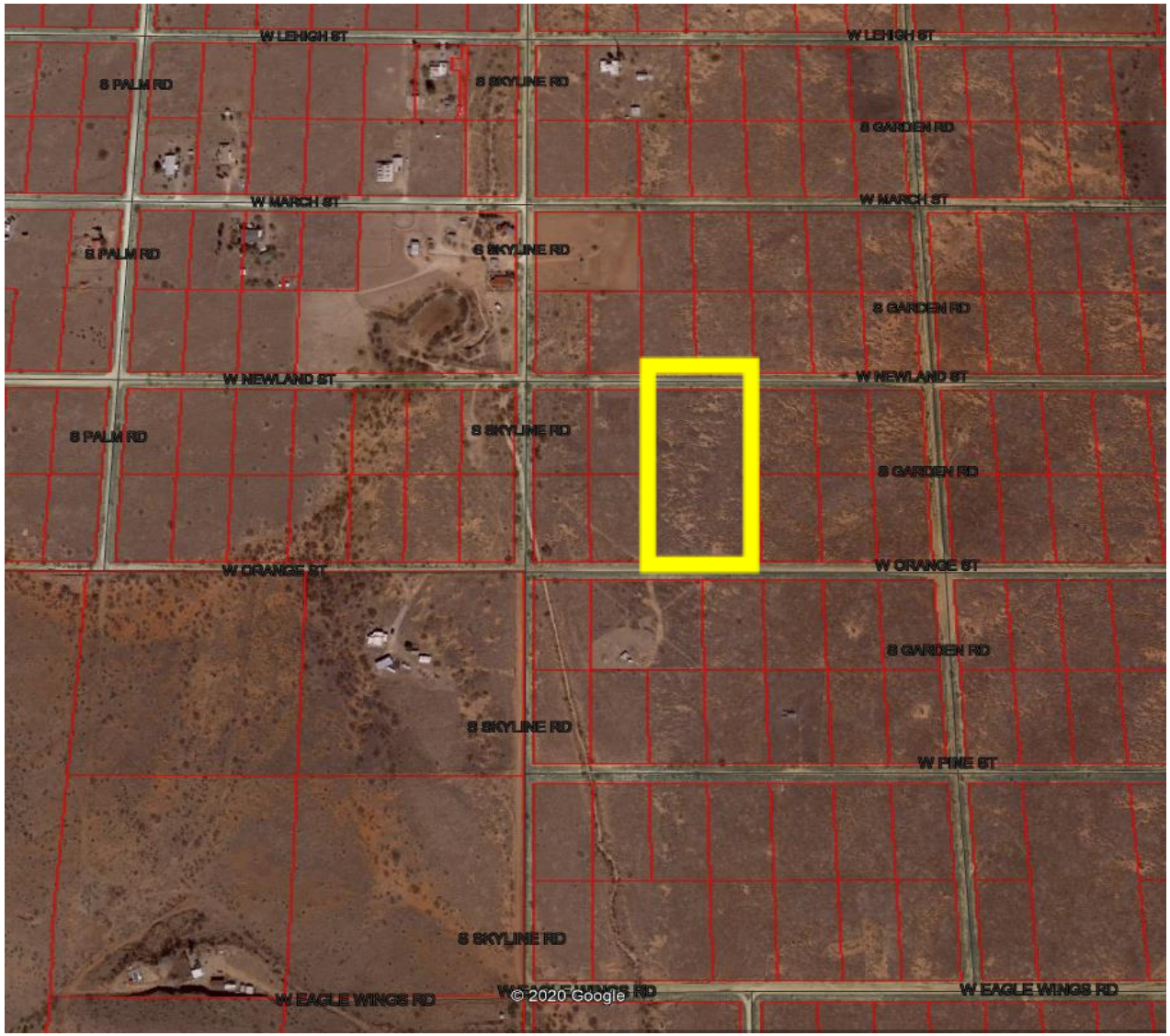
Public Programs…Personal Service

- The Planning and Zoning Commission recommended approval (5-2) to the Board at their meeting of March 11, 2020
- The Applicants are requesting a rezoning (down zoning) from SR-43 (Single Residential; one dwelling per 43,000 square feet) to RU-4 (Rural; one dwelling per four acres).
- Parcels 117-04-220 and 214-215 (now 117-04-221A),and located on West Orange Street and West Newland Street between South Garden Road and South Skyline Road in Sunsites
- 4.8 acres
- The request is to facilitate use of the Owner Builder Opt-Out program and ensure the keeping of livestock in the future
- The Applicants are Karla and Charles Young

COCHISE COUNTY

Docket Z-20-03 (Young)

Location:



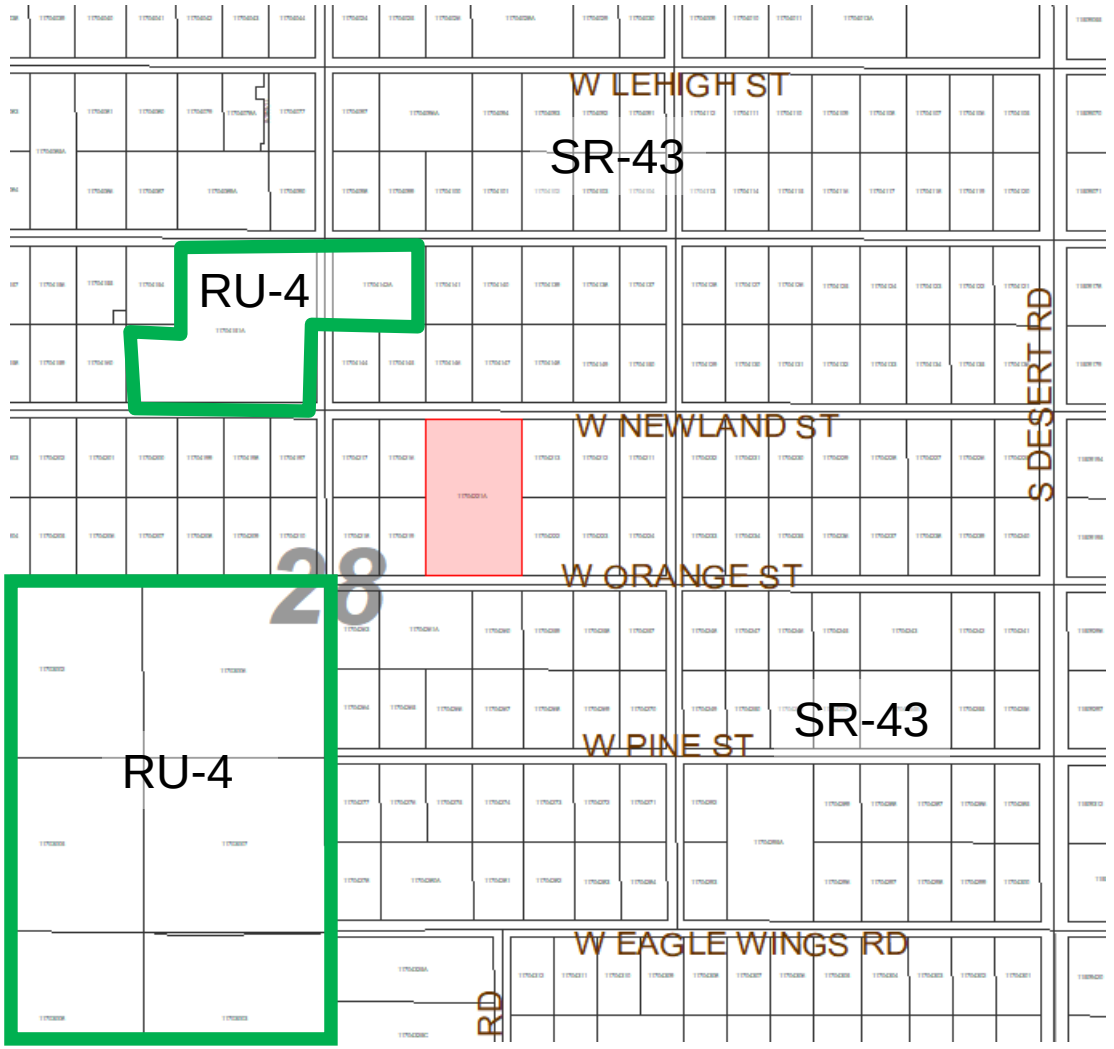
N

Public Programs…Personal Service

COCHISE COUNTY

Docket Z-20-03 (Young)

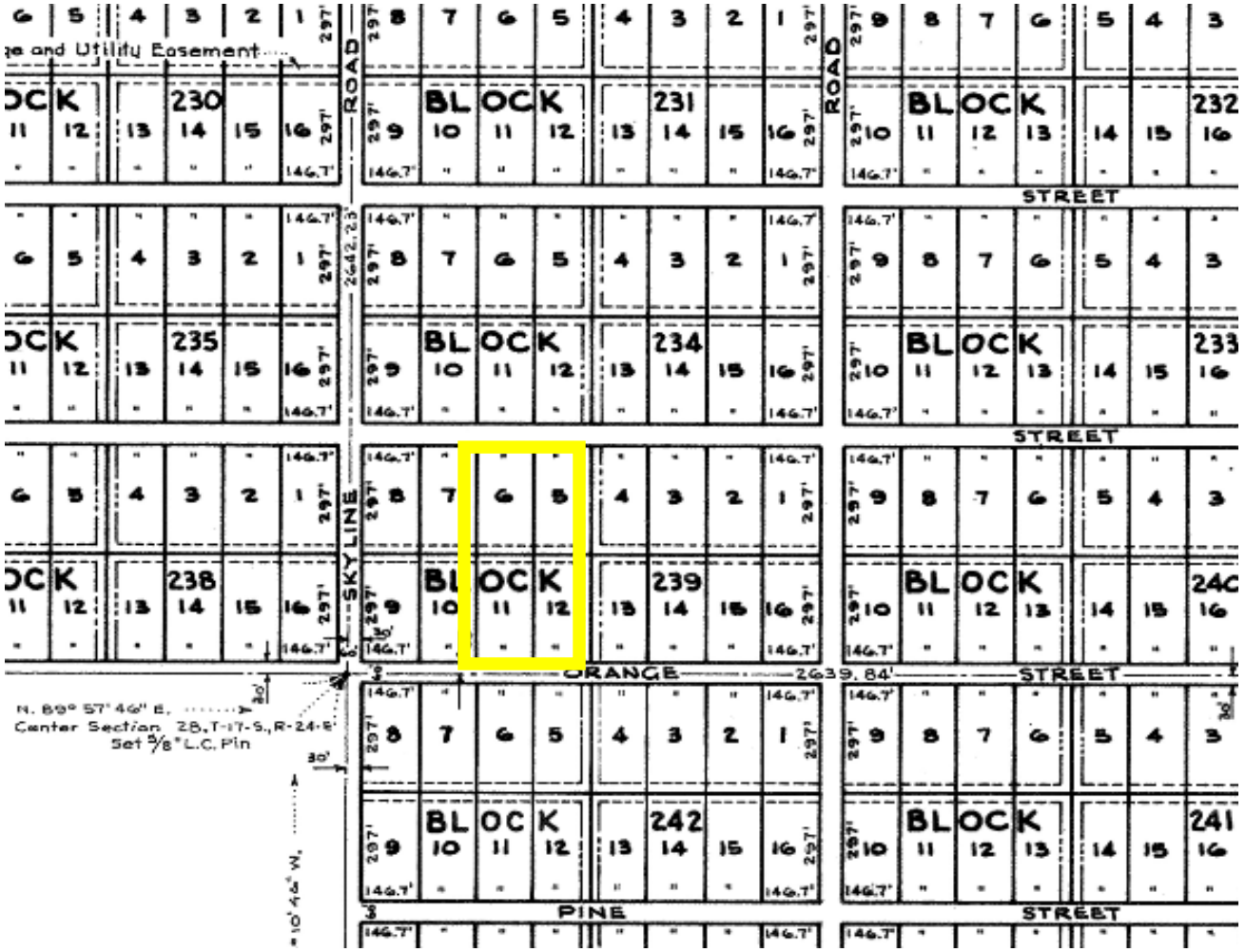
Location:



COCHISE COUNTY

Docket Z-20-03 (Young)

Plat Map



Public Input: Does not comply

- As of the writing of the Staff report:
  - 13 in opposition
  - 9 in Support
- Issues cited:
  - Concern about Manufactured homes
    - COA added prohibiting
  - Concern it changed the opponents zoning (3 letters)
  - Property value increase/decrease
  - Increase in traffic
  - One opposition, had rezoning to RU-4 approved in 2002



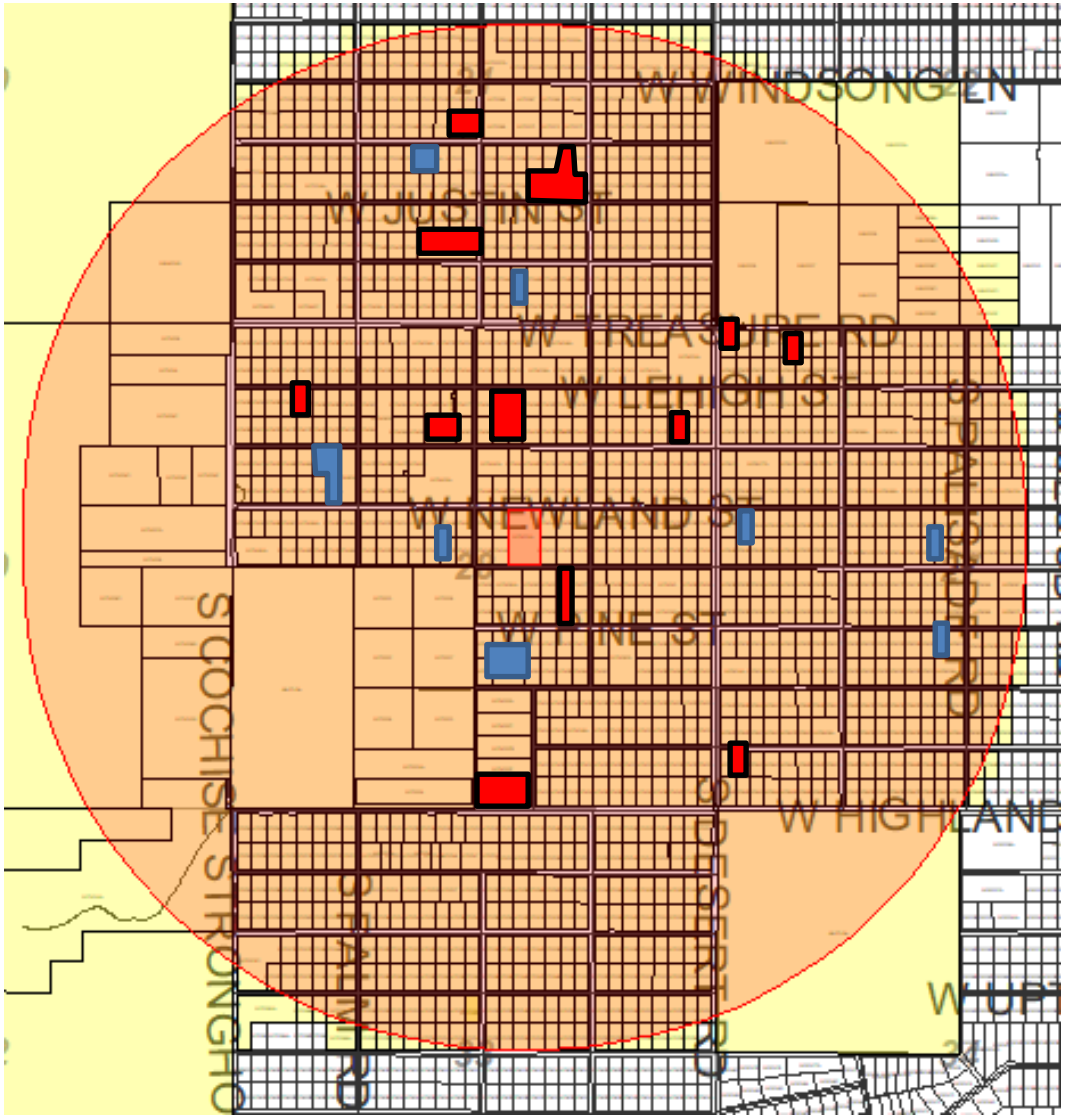
COCHISE COUNTY

Docket Z-20-03 (Young)

Opposition

Support

Public Input: Does not comply

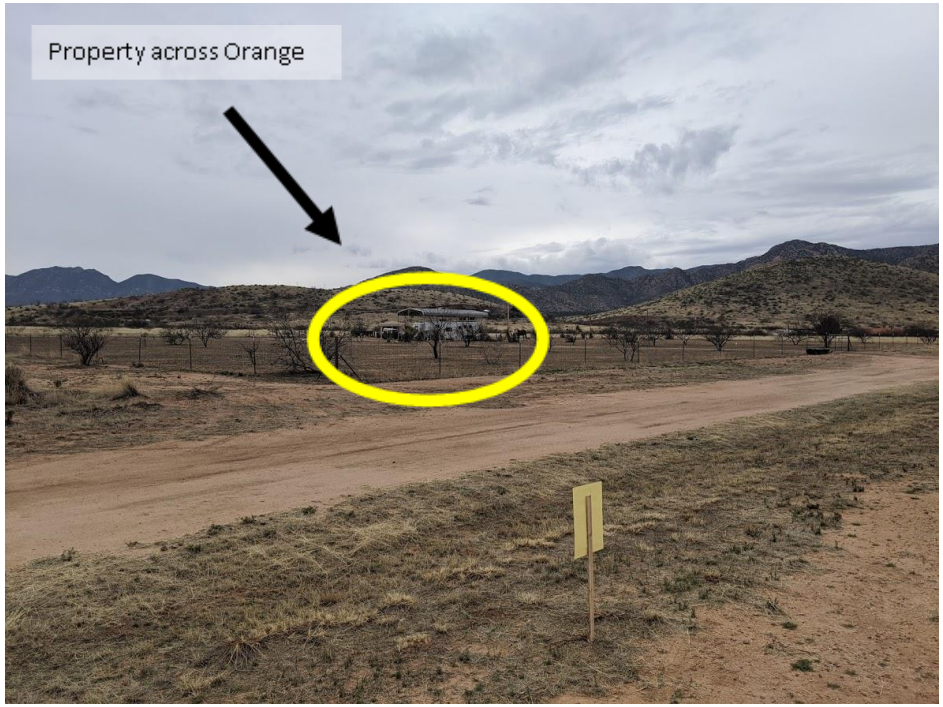


Compliance with Area Plan:
Does not comply

- Mid-Sulphur Springs Valley Area Plan
- Parcel is designated as Medium Density Residential
  - Defines as lot sizes of 12,000-square feet to two-acres.
- While the proposed zoning does not match this designation, it does match the actual pattern of development in the area, where many of the existing homes sit on four or more acres.

Site Photos:





Factors in Favor and Against Approving the Rezoning:

Factors in Favor of Approval

1. The request complies with eight of the applicable Rezoning factors used by Staff to analyze this request;
2. With the recommended Conditions the request would be in keeping with the character of the existing development in the area;
3. Nine letters of support have been received.

Factors Against Approval

1. Thirteen letters in opposition were received;
2. The request does not comply with two factors.

COCHISE COUNTY

Planning Commission Recommendation: Conditional Approval

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.
3. No mobile or manufactured homes shall be constructed on any portion of the 4.08 acres.
4. The site plan provided for the Opt-Out permit shall clearly show the layout of buildings and the residence so that staff can confirm if the proposal fully complies with the Development Standards and Building Code requirements (I.E. minimum square footage and setbacks).

Action 14.

Regular Board of Supervisors Meeting **Emergency Services**

Meeting Date:	04/07/2020		
Approval of Mutual Aid Agreement Between Fort Huachuca and Cochise County			
Submitted By:	Gabriel Lavine, Emergency Services		
Department:	Emergency Services		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Gabe Lavine	**TITLE of PRESENTER:**	Director of Emergency Management
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the Public Safety Mutual Aid Agreement between Cochise County and Fort Huachuca, effective April 7, 2020 through September 30, 2025.

Background:

This agreement facilities timely response and resource sharing between Fort Huachcua and Cochise County during times of emergency or disasters. The broad agreement is a variation fo the countywide mutual aid agreement the meets specific federal requirements to allow any legally supportable resource to be shared between Fort Huachuca and Cochise County. The cascading effect of this agreement, general countywide mutual aid agreement, and the Arizona Mutual Aid Compact will allow resource sharing and assistance between the Fort, County, Local Jurisdictions, and State agencies.

Department's Next Steps (if approved):

Forward to Fort Huachuca Garrison Command for signature.

Impact of NOT Approving/Alternatives:

Delay in emergency resource requests.

To BOS Staff: Document Disposition/Follow-Up:

Provide signed copies to Gabe Lavine in Emergency Services.

Attachments

Agreement

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FT HUACHUCA
2837 BOYD AVENUE
FORT HUACHUCA, ARIZONA 85613-7001

MUTUAL AID AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON, FORT HUACHUCA, ARIZONA
AND
COCHISE COUNTY
FOR
PUBLIC SAFETY

W91QUS-202003-145

The undersigned parties, both governmental and other public-safety agencies, each conducting business in Cochise County, and wishing to improve delivery and coordination of emergency services with the County, and thereby better carry out their mutual responsibilities, do mutually agree to the following conditions and covenants, including pursuant to A.R.S. § 11-952 and DODI 6200.03, and all other empowering statutes, as applicable.

1. Scope of the Agreement: This agreement is entered into between Fort Huachuca and the Cochise County-based fire districts, fire departments, fire and rescue agencies, law enforcement agencies, and public works departments which, through their duly authorized representatives, are signatory to this agreement, below.

a. This agreement supersedes any and all former agreements on this subject between the parties to this Agreement, except that any Automatic Aid agreements that may have been independently previously entered into by any of the parties or hereafter entered into by any parties shall remain in effect.

2. Voluntary Termination

Notwithstanding the provisions of A.R.S. § 38-511, any party may terminate its participation in this Agreement upon giving thirty (30) days' written notice to the other party.

3. Cancellation for Conflict of Interest

a. Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract of any extensions of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

A cancellation made pursuant to this provision shall be effective when the non-cancelling party receives written notice of the cancellation unless the notice specifies a late time.

4. Requests for Assistance

a. Any party to this Agreement, through its chief operations officer or other authorized agent, may request assistance from the other party to this Agreement if the requesting party makes a determination that there exists an emergency of such magnitude that the resources of the requesting party are, for any reason, inadequate. The parties shall hereafter develop and adopt formal policies concerning procedures for making and responding to requests and dispatching and redeployment of emergency service units.

5. Response to Request

a. The chief operations officer or authorized agent of any party to this Agreement who receives a request for assistance under this Agreement from another party thereto shall be the sole judge of the extent of the assistance, if any, that said agency will provide. Any party receiving a request for assistance from another party shall not provide such assistance if it is determined that doing so would impair the safety of citizens or property within its own service area. No party shall be liable to any other party for failing to respond to a request for assistance, or for any deficiency in the nature or extent of assistance that is provided.

6. Incident Command

a. A party which responds to a request for assistance from another party to this Agreement shall work under the direction of the designated Incident Commander of the incident. All parties shall utilize a command structure compliant with requirements of the federal National Incident Management System. Parties shall make every effort to ensure common communications frequencies are utilized. After any incident involving mutual aid, all parties participating in that incident shall make available to each other upon request all appropriate reports arising out of such operations.

7. Equipment and Personnel

a. Each party shall be responsible for providing and maintaining its own equipment and for any and all of its personnel and equipment costs when acting under this Agreement. Each party shall retain ownership of any equipment or property it brings when responding to a request for assistance from another party to this Agreement.

b. No party shall be reimbursed by any other party for any costs incurred pursuant to this Agreement; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.
Cochise County shall comply with Arizona Worker's Compensation Law. For purposes of Worker's Compensation under A.R.S. § 23-1022(D), an injured employee's primary employer shall be solely responsible for the payment of benefits. Fort Huachuca shall comply with the Federal Employee Compensation Act.

8. Severability

a. If any provision of the Agreement, or any application thereof to the parties or to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement, which may be given effect without the invalid provision or application, and to this end each of the provisions of the Agreement are declared to be severable.

9. Other Contractual Arrangement

a. Nothing in this Agreement shall limit the ability of any one or more parties to it from entering and/or participating in more specific contracts for services, or mutual or automatic aid with other parties to this Agreement, or from entering and/or participating in other contracts with or providing emergency assistance to any other jurisdiction or government entity which is not a participant to this Agreement.

10. Effective date, Termination, Modification or Revision.

a. This agreement is effective the date the last signature is affixed and will remain in effect unless terminated by either party with 180 days written notice. All duties and responsibilities of both parties are fully described herein; no other duties, responsibilities, or promises have been made that are not specifically included in this agreement.

b. The parties to this agreement may bilaterally terminate this agreement with 180-day advance notification to permit any appropriate resource adjustments. Due to mission change, the Installation may terminate, suspend or significantly modify this agreement during a fiscal year.

c. This agreement expires 30 September 2025.

11. ADA and Non-Discrimination. The parties shall comply with all anti-discrimination laws, both state and federal, including applicable provisions of the Americans with Disabilities Act (Public Law 101-336 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

SUBJECT: Public Safety Mutual Agreement Between United States Army Garrison Fort Huachuca and Cochise County

This Agreement is subject to Executive Order 75-5, amended by Executive Order 99-4, incorporated into this Agreement.

11. OSJA REVIEW: The Office of the Staff Judge Advocate and Cochise County Attorney have reviewed this agreement and found it to be legally sufficient.

_____	_____
BRITT HANSON Chief Civil Deputy Cochise County Attorney	DANIEL D. HAWS II Environmental Attorney
_____	_____
(Date)	(Date)
_____	_____
THOMAS E. BORER Chair, Board of Supervisors	CHAD O. RAMBO Colonel, MI Commanding
_____	_____
(Date)	(Date)

Action 15. Facilities

Regular Board of Supervisors Meeting

Meeting Date:	04/07/2020		
Tecta America Arizona, LLC State Contract for Roofing			
Submitted By:	Arlethe Morrison, Facilities		
Department:	Facilities		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Henry Meraz	**TITLE of PRESENTER:**	Facilities Director
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve contract with Tecta America Arizona, LLC for roofing services, under State Contract ADSPO17-174463, at the Bisbee County Jail in the amount of $260,655.45 effective April 7, 2020.

Background:

The Facilities Management Department would like to move forward with roofing services at the Bisbee County Jail due to the repairs needed. As this projects needs to be completed in a time sensitive timeline, Facilities would like to use a company that is under state contract. Tecta America Arizona, LLC is currently under state contract until June 29, 2020 and would qualify under procurement rules to be used for this project.

Facilities has used this company before for smaller roof projects and we found them to be competent and met the needs of the County.

Department's Next Steps (if approved):

Staff will coordinate the project with the vendor and the Sheriff's Jail Commander.

Impact of NOT Approving/Alternatives:

The jail roof would not be repaired in a timely manner causing further damage.

To BOS Staff: Document Disposition/Follow-Up:

Notify Arlethe Morrison of approval and pick up of documents.

Budget Information

Information about available funds

Budgeted: (●) **Funds Available:** (●) **Amount Available:** 260,655.45

Unbudgeted: ( ) **Funds NOT Available:** ( ) **Amendment:** [ ]

Account Code(s) for Available Funds

1: 400-2130-9-455.000

Fund Transfers

Fiscal Year: 19/20

One-time Fixed Costs? ($$$): 260,655.45

Ongoing Costs? ($$$): 0

County Match Required? ($$$): 0

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

Source of Funding?: General Fund

Fiscal Impact & Funding Sources (if known):

Capital Funds used for this project.

Attachments

State Contract
Extension of State Contract
Letter of Acceptance

Procure.AZ.gov
Arizona's Procurement Solution

Master Blanket Purchase Order ADSPO17-174463

Header Information

Purchase Order Number:	ADSPO17-174463	**Release Number:**	0	**Short Description:**	Job Order Contracting Mechanical Electrical Plumbing Fire Alarm Roofing Job Order Contracting
Status:	3PS - Sent	**Purchaser:**	Dustin Deason	**Receipt Method:**	Dollars
Fiscal Year:	2017	**PO Type:**	Blanket	**Minor Status:**	
Organization:	State of Arizona				
Department:	ADSPO - State Procurement Office	**Location:**	SPO - State Procurement Office	**Type Code:**	Statewide
Alternate ID:		**Entered Date:**	06/30/2017 08:41:21 AM	**Control Code:**	
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	No
Contact Instructions:	Dustin.Deason@azdoa.gov	**Tax Rate:**		**Actual Cost:**	$0.00
Master Blanket/Contract End Date (Maximum):	06/29/2022 08:51:00 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:	None				

Agency Attachments: PO Terms & Conditions ADSPO17_00006654 Solicitation.pdf 11 RFQ JOC MEPFR Exhibit I REGIONS MAP.pdf 11 RFQ JOC MEPFR Exhibit II Sample Bond Forms.pdf 11 RFQ JOC MEPFR Exhibit III Construction Contractor Engagement Survey.xlsx 11 RFQ JOC MEPFR Exhibit IV Federal Provisions.pdf 11 RFQ JOC MEPFR Exhibit V Davis Bacon Wage Determinations.pdf MEPFAR Pre-Offer Conference Sign In.pdf Pre-Offer SPO JOC Presentation~1.pdf Pre Offer Gordian JOC Presentation~1.pdf 10 JOC GC Annex 1 to Attachment 2-B Contractor Experience~1.xlsx Amendment 1_10 RFQ MEPFR Attachments 1_5~2.docx 6654 Amendment One JOC MEPFAR.doc 6654 Amendment Two JOC MEPFAR.pdf Pre-Offer Sign In JOC GC MEPFAR FLAGSTAFF~1.pdf Pre-Offer Sign In JOC GC MEPFAR TUCSON~1.pdf Pre-Offer Sign In JOC GC MEPFAR PHOENIX 5.1.17~1.pdf Pre Offer Gordian JOC Presentation Update 4.27.17~1.pdf Operating Manual for Vertical JOC Section 1 REV 1~1.pdf Operating Manual for Vertical JOC Section 8 REV 1~1.pdf Operating Manual for Vertical JOC Section 17 REV 1~1.pdf Operating Manual for Vertical JOC Section 19 REV 1~1.pdf 11 RFQ JOC GC Exhibit III Const Contractor Engagement Survey REV 1~2.xlsx 6654 Amendment Three JOC MEPFAR.pdf Award List By Region with Adjustment Factors~13.xlsx 01 Solicitation~43.zip 02 Evaluation~26.zip 03 Determination_Award~27.zip 6654 PROCUREMENT FILE CHECKLIST~12.docx JOC Amendment 4 Extension Tax Insurance~10.docx

Vendor Attachments: Amendment 1_10 RFQ MEPFR Attachments 1_5~1.docx 2B Experience and Org coversheet~1.doc 2B2 GSA PRICING~1.doc 2B1 10 JOC GC Annex 1 to Attachment 2-B Contractor Experience~1.xlsx 2B3 XACTIMATE PRICING~1.xlsx 2B4 XACTIMATE PRICING~2.pdf 2B5 SCHEDULE EXAMPLE~1.jpg 2B6 SCHEDULE EXAMPLE.pdf 2B7 SCHEDULE EXAMPLE.xls 2B8 SELF GENERATED SCOPE.doc 3A Method Prop coversheet.doc 3A1 Section 1 Safety and Health Management Statement.pdf 3A2 Section 2 Safety Responsibility.pdf 3A3 Site specific safety drawing.xlsx 3A4 Safety Analysis.xlsx 3A5 JHA Tecta rev 1.xls 3A8 Brown Print schedule.pdf 3A10 TectaTracker Sample Report.pdf 3B Key Personnel coversheet.doc Resumes for Key Employees.docx 3C Proposed Subcontractor selection coversheet.doc 3C1 APPENDIX U - Subcontracting Procedure.DOC 3C2 10 c- Subcontractor Prequalification.docx 3C3 Master Subcontract Agreement revised address 11-29-16.doc 3C4 TECTA - FORM SUBCONTRACT AGREEMENT Rev 03-28-17.doc 3C5 SUBCONTRACTOR DEFICIENCY NOTIFICATION.doc 3D Financial Statements coversheet.doc 5A CONFIDENTIAL INFORMATION EXPLANATION.doc 5C Insurance and Bonding coversheet.doc Bonding.pdf Insurance.pdf

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: 000016311 - Tecta America Arizona, LLC
Charles Chapman
1824 W Broadway Rd
Phoenix, AZ 85041
US
Email: cchapman@tectaamerica.com
Phone: (602)246-8661
FAX: (623)931-3061
Alt. Reference: Z0001

Payment Terms:

Shipping Method:

Shipping Terms:

Freight Terms:

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to cchapman@tectaamerica.com at 07/03/2017 07:54:15 AM	07/03/2017 02:40:36 PM
Change Order 1	Emailed to cchapman@tectaamerica.com at 05/11/2018 01:47:21 PM	06/21/2018 10:40:00 AM
Change Order 2	Emailed to cchapman@tectaamerica.com at 06/21/2018 10:44:13 AM	12/03/2018 02:02:27 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000016311	PZ000016311	Tecta America Arizona, LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 06/29/2017 **Master Blanket/Contract End Date:** 06/29/2019

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
		$0.00	$0.00	$0.00

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control			

Item Information

1-5 of 7
1 2

Print Sequence # 1.0, Item # 1: ROOFING Work REGION 1. Attach necessary documentation and enter General Contractor Job Order Cost. 3PS - Sent

NIGP Code: 909-30
Building Construction (Not Otherwise Classified)

Bid # / Bid Item #: ADSPO17-00006654 / 1 Quote # / Quote Item #: 000044715-R3 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	LUMPSUM - Lump Sum	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:
Make: Packaging:
Project No.:
Building Code:
Cost Code:
Property Number:

Print Sequence # 2.0, Item # 2: ROOFING Work REGION 2. Attach necessary documentation and enter General Contractor Job Order Cost. 3PS - Sent

NIGP Code: 909-30
Building Construction (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	LUMPSUM - Lump Sum	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:
Make: Packaging:
Project No.:
Building Code:
Cost Code:
Property Number:

Print Sequence # 3.0, Item # 3: ROOFING Work REGION 3. Attach necessary documentation and enter General Contractor Job Order Cost. 3PS - Sent

NIGP Code: 909-30
Building Construction (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	LUMPSUM - Lump Sum	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:
Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 4.0, Item # 4: ROOFING Work REGION 4. Attach necessary documentation and enter General Contractor Job Order Cost. 3PS - Sent

NIGP Code: 909-30
Building Construction (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	LUMPSUM - Lump Sum	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 5.0, Item # 5: ROOFING Work REGION 5. Attach necessary documentation and enter General Contractor Job Order Cost. 3PS - Sent

NIGP Code: 909-30
Building Construction (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	LUMPSUM - Lump Sum	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

1-5 of 7
1 2

Exit

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	Contract Amendment	Arizona Department of Administration General Services Division 1110 W. Washington St, Suite 155 Phoenix, AZ 85007
	Contract No.: ADSPO17-174463	
	Amendment #5 Contract Extension Date: 6/22/19	

Tecta America Arizona, LLC.

1. The above mentioned contract is hereby amended as follows:

   a. In accordance with Uniform Terms and Conditions Section 5.1 Term of Contract, this contract shall be extended through June 29, 2020.

   b. All Terms, conditions and provisions of the contract shall remain unchanged and apply during the renewal period unless otherwise amended.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in APP by an authorized representative of the Contractor and applied to the contract in APP by the Procurement Officer or

COCHISE COUNTY
PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

Roof Repair- Cochise County Jail

Offer Acceptance Award Letter

THIS CONTRACT is made and entered into this 7th day of April 2020 by and between COCHISE COUNTY ("COUNTY"), Tecta America Arizona Roofing ("CONTRACTOR")

In accordance with Arizona State Contract #: ADSPO17-174463, the COUNTY hereby awards a single, one time CONTRACT to the CONTRACTOR in order to fulfill the requirements, as identified throughout the subject document, to the satisfaction of the COUNTY, as outlined within the solicitation, hereby referred to as the CONTRACT, and as proposed by the CONTRACTOR. Only those personnel listed as authorized ordering officials, or the County's Procurement Department, will have authority to make orders from this CONTRACT through the issuance of a Purchase Order ("PO") as approved by the COUNTY's Procurement Department.

The CONTRACTOR shall not commence any billable work or provide any material or services under this CONTRACT until CONTRACTOR receives an executed copy of the PO or is otherwise directed to do so in writing by the COUNTY's Procurement Office. The COUNTY will pay the CONTRACTOR within thirty (30) days of services rendered following the submission of an itemized invoice(s) that includes CONTRACTOR company name, phone number, invoice number, email address, mailing address, and prior COUNTY approval for any services rendered. No payment shall be issued prior to receipt of service and a correct invoice. Each payment request must bear written certification by an authorized COUNTY representative confirming the services for which payment is requested have been performed and received.

CONTRACTOR:

Tecta America Arizona Roofing
Virgil Benesh
Vice President
1824 West Broadway Road
Phoenix, AZ 85041
(602) 246-8661
vbenesh@tectaamerica.com

AUTHORIZED ORDERING OFFICIAL:

Henry Meraz
Facilities Director
1415 Melody Lane, Building C
Bisbee, Arizona 85603
(520) 432-9734
hmeraz@cochise.az.gov

COUNTY PROCUREMENT:

Anne Coppola
Contracts Administrator
1415 Melody Lane, Building C
Bisbee, Arizona 85603
(520) 432-8394
acoppola@cochise.az.gov

ACCEPTANCE OF OFFER:

The offer is hereby accepted, and the CONTRACTOR is now bound to sell or provide the materials, services, or construction, as indicated by the PO or Award Letter and based upon the solicitation documents, including all its attachments and amendments, and the offer as submitted by the CONTRACTOR and accepted by the COUNTY.

This contract is for: Repairs and the Cochise County Jail and shall not exceed $260,655.45

The CONTRACTOR is cautioned not to commence any billable work or to provide any materials or services under this Contract until the CONTRACTOR receives an executed PO or is otherwise directed to do so in writing by the COUNTY's Procurement Office.

Awarded this 7th day of April 2020

BOARD OF SUPERVISORS:

Thomas E. Borer
Chairman

Date

ATTEST:

Kim Lemons
Clerk of the Board

Date

APPROVED AS TO FORM:

Sara L. Dent

Sara L. Dent
Cochise County Attorney's Office

03/24/2020

Date

Action 16.

Regular Board of Supervisors Meeting **Housing Authority**

Meeting Date:	04/07/2020		
Adopt Resolution 20-02 Adopting the Streamlined 5-Year 2020-2025 and Section 8 Housing Choice Voucher Administrative Plans for Fiscal Year 2020			
Submitted By:	Anita Baca, Housing Authority		
Department:	Housing Authority		
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Anita Baca	**TITLE of PRESENTER:**	Executive Director
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	The Housing Choice Voucher Programs provide housing vouchers for 614 Cochise and Graham County residents.

Information

Agenda Item Text:

Adopt Resolution 20-02 to approve AZ034 Streamlined 5-Year 2020-2025 and Section 8 Housing Choice Voucher Administrative Plans for Fiscal Year 2020.

Background:

Each year, the Housing Authority submits Plans to HUD as policies and guides for the Housing Choice Voucher Program.

Department's Next Steps (if approved):

If approved, the Housing Authority will submit the Plans by the due date of April 2020 to HUD.

Impact of NOT Approving/Alternatives:

If the Plans are not approved, the Housing Authority risks being delinquent on a HUD requirement.

To BOS Staff: Document Disposition/Follow-Up:

In addition to the Resolution, the Chairperson of the Board will need to sign 1 additional attachment HUD Form 50077-SL. Please send to Anita Baca, Housing Director.

Attachments

Housing 2020 5-Yr Plan PPT

Housing 5-Yr. Plan (Form HUD-50075-5Y)
Housing 2020 Administrative Plan
2020 Certification by State or Local Officials (Form HUD 50077-SL)
2020 Resident Advisory Board Agenda
2020 Resident Advisory Board Comments
Resolution 20-02

COCHISE COUNTY

Housing 5-Year and Administrative Plans

July 1, 2020 to June 30, 2025

Public Programs…Personal Service

Streamlined 5-Year Plan form HUD-50075-HCV

– Mission (B.1)

- The PHA's mission is to provide safe, decent, and sanitary housing conditions for very low-income families and to manage resources efficiently. The PHA is to promote personal, economic, and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

Streamlined 5-Year Plan form HUD-50075-HCV

- Goals and Objectives (B.2)
  - Maintain SEMAP high performer status
  - Expand HUD-VASH program
  - Explore expansion from Housing Choice Voucher to Project-based rental assistance
  - Continue existing programs (HCV, FSS, HUD-VASH, HOPWA)
  - Provide 2 FH seminars/year

Streamlined 5-Year Plan form HUD-50075-HCV

- Goals and Objectives (B.2) Continued
  - Apply for Lead-Based Paint Hazard Control grant
    - CC Health and Social Services & Development Services
  - Apply for Tenant Protection Vouchers for Foster Youth to Independence
    - Department of Child Safety

Streamlined 5-Year Plan form HUD-50075-HCV

- Progress Report from previous 5-Year PHA Plan (B.3)
  - Increasing HCV Vouchers
    - Most current wait list (2018). Over 170 families on it.
  - Begin entry into Homeless Management Information System for HOPWA
    - Entering data
  - Administer HOPWA
    - HACC continues this program

Streamlined 5-Year Plan form HUD-50075-HCV

- Progress Report from previous 5-Year PHA Plan (B.3)
  - Expanding HUD-VASH Program
    - From 25 to 88 vouchers
  - Fair Housing Seminars
    - 2/year
  - Lead-base Paint Hazard Control Grant
    - Has not applied to date

Streamlined 5-Year Plan form HUD-50075-HCV

- Violence Against Women (VAWA) Goals (B.4)
  - Added a preference to wait list
  - HACC has a VAWA policy
  - Collaborates with DV service providers

Streamlined 5-Year Plan form HUD-50075-HCV

- Significant Amendments or Modifications (B.5)
  - Removed Economic Self Sufficiency from preference
  - Added Preferences
    - Veterans
      - Veterans/surviving spouses
    - Victims of DV (within 3 months of incident)
    - Involuntary Placement (within 6 months of incident)

Streamlined 5-Year Plan form HUD-50075-HCV

- Significant Amendments or Modifications (B.5) Continued
  - Added to HQS (Chapter 12 in Admin Plan)
    - Carbon Monoxide Detector where applicable
    - Convenience Outlet/ 6 ft. of sinks

Streamlined 5-Year Plan form HUD-50075-HCV

- Resident Advisory Board Comments (B.6)
  - 1 meeting. 2 participants representing HUD-VASH, FSS, and HOPWA
    - Comments
      - » Asked if FSS is available for HOPWA. It is not because they are from different funding sources
      - » Agreed with veteran's preference. Good for those who are not homeless. Good support
      - » Agreed with time frames of no more than 3 months prior to request for DV and 6 months prior to request for natural disaster.

Streamlined 5-Year Plan form HUD-50075-HCV

- Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan (B.7)
  - HUD Form 50077-SL
    - State Consolidated Plan from ADOH
      - HACC provides lead-based paint education
      - Housing Quality Standards Inspections monitors health and safety
      - Participates in homeless outreach strategies

5-Year PHA Plan *(for All PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A. PHA Information.

A.1

PHA Name: _____ Housing Authority of Cochise County _____ **PHA Code**: ___ AZ034_____

PHA Plan for Fiscal Year Beginning: 07/2020 _____
PHA Plan Submission Type: X 5-Year Plan Submission ☐ Revised 5-Year Plan Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

The PHA Plan may be obtained online at www.cochise.az.gov/departments/housingauthority and /or at the main office waiting area located at 1415 Melody Lane, Building A, Suite 100, Bisbee, Arizona 85603

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	**5-Year Plan.** Required for all PHAs completing this form.
B.1	**Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. The PHA's mission is to provide safe, decent, and sanitary housing conditions for very low-income families and to manage resources efficiently. The PHA is to promote personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.
B.2	**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low-income, and extremely low- income families for the next five years. 1. MAINTAIN A HIGH PERFORMING HOUSING AUTHORITY 2. EXPAND HUD-VASH PROGRAM. 3. EXPLORE EXPANDING FROM VOUCHER-ONLY RENTAL ASSISTANCE PROGRAM TO PROJECT-BASED RENTAL ASSISTANCE PROGRAM 4. CONTINUE APPLYING FOR AND OPERATING EXISTING PROGRAMS OF THE HOUSING CHOICE VOUCHER SECTION 8, FAMILY SELF-SUFFICIENCY, HUD-VASH, AND HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS. 5. CONTINUE TO PROVIDE A MINIMUM TWO FAIR HOUSING SEMINARS AND/OR LANDLORD/TENANT OUTREACH PER YEAR. 6. APPLY FOR THE LEAD-BASED PAINT HAZARD CONTROL PROGRAM IN COLLABORATION WITH THE COCHISE COUNTY HEALTH AND SOCIAL SERVICES AND DEVELOPMENT SERVICES DEPARTMENTS 7. APPLY FOR TENANT PROTECTION VOUCHERS FOR FOSTER YOUTH TO INDEPENDENCE INITIATIVE

B.3	**Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. Goal 1: Continue to explore the expanding the HUD-VASH program. Met. Vouchers have increased from 25-88 with 10 port-ins from Tucson. The 10 Tucson vouchers were absorbed and the vouchers returned to the City of Tucson PHA. Goal 2: Co-sponsor Fair Housing workshops with Southwest Fair Housing Council for tenants, realtors, landlords, and housing staff. HACC has increased from one workshop to two on an annual basis. Met Goal 3: Explore the feasibility of applying for Lead-Based Paint Hazard Control Grant. Unmet. Has not applied to date. Goal 4: Continue FSS Program. HACC continues to offer the FSS program, exceeding the required 25 participants. Met Goal 5: Increase leasing of HCV vouchers to the 493 ACC units assigned to the Housing Authority of Cochise County. Leasing continues to increase. New wait list opened April 2018 HACC is currently pulling from. Met Goal 6: Begin data entry on the Homeless Management Information Systems for the Housing Opportunities for Persons With AIDS Program. HACC is entering data. Met Goal 7: Continue administering the Housing Opportunities for Persons With AIDS (HOPWA) Program. HACC continues this program. Met
B.4	**Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. A preference will be added to Housing Authority of Cochise County Housing Choice Voucher waiting list. The Housing Authority has a VAWA policy and collaborates with DV shelters.

B.5	**Significant Amendment or Modification**. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. Section 5.2 Preferences Economic self sufficiency was removed from the preferences. The preferences of Residency, Elderly/Disabled, and Chronically Homeless remain and the preferences of Veteran's, Domestic Violence, and Involuntary Placement have been added. The preferences were not weighted. Chapter 12: (pages 80 and 87) Added carbon monoxide detectors when applicable and convenience outlets within 6 ft. of sinks in kitchens, bathrooms, and laundry rooms and exterior in garages and unfinished basements.
B.6	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) provide comments to the 5-Year PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
B.7	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

Instructions for Preparation of Form HUD-50075-5Y
5-Year PHA Plan for All PHAs

A. PHA Information 24 CFR §903.23(4)(e)

A.1 Include the full **PHA Name**, **PHA Code**, , **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. 5-Year Plan.

B.1 Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. (24 CFR §903.6(a)(1))

B.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low- income, and extremely low- income families for the next five years. (24 CFR §903.6(b)(1)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA's 5-Year Plan.

B.3 Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. (24 CFR §903.6(b)(2))

B.4 Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR §903.6(a)(3))

B.5 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

B.6 Resident Advisory Board (RAB) comments.

(a) Did the public or RAB provide comments?
(b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.17(a), 24 CFR §903.19)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low-income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

HOUSING AUTHORITY
OF
COCHISE COUNTY



SECTION 8 HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

2020

Revisions

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INTRODUCTION

The PHA receives its funding for the Housing Choice Voucher (HCV) program from the Department of Housing and Urban Development. The PHA is not a federal department or agency. A public housing agency (PHA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. The PHA enters into an Annual Contributions Contract with HUD to administer the program requirements on behalf of HUD. The PHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about the PHA and its programs with emphasis on the HCV program. It also contains information about the purpose, intent and use of the plan and guide.

There are three parts to this chapter:
Part I: The Public Housing Agency (PHA). This part includes a description of the PHA, its jurisdiction, its programs, and its mission and intent.

Part II: The HCV Program. This part contains information about the Housing Choice Voucher program operation, roles and responsibilities, and partnerships.

Part III: The HCV Administrative Plan. This part discusses the purpose and organization of the plan and its revision requirements.

PART I: THE PHA

1-I.A. OVERVIEW

This part explains the origin of the PHA's creation and authorization, the general structure of the organization, and the relationship between the PHA Board and staff.

1-I.B. ORGANIZATION AND STRUCTURE OF THE PHA

The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by the federal government and administered by the Housing Authority of Cochise County for the jurisdiction of Cochise County.

The officials of the Housing Authority of Cochise County are the Cochise County Board of Supervisors., ensuring that policies are followed by PHA staff and that the PHA is successful in its mission. The board is responsible for approving efforts in preserving and expanding the agency's resources and assuring the agency's continued viability.

Formal actions of the PHA are taken through written resolutions, adopted by the Board of Supervisors and entered into the official records of the PHA and Cochise County.

The principal staff member of the PHA is the executive director (ED), hired and appointed by the Cochise County Administration. The executive director is directly responsible for carrying out the policies established by the commissioners and is delegated the responsibility for hiring, training and supervising the remainder of the PHA's staff in order to manage the day-to-day operations of the PHA to ensure compliance with federal and state laws and directives for the programs managed. In addition, the executive director's duties include budgeting and financial planning for the agency.

1-I.C. PHA MISSION

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides guiding direction for developing strategy, defining critical success factors, searching out key opportunities, making resource allocation choices, satisfying clients and stakeholders, and making decisions.

PHA Policy

The PHA's mission is to provide safe, decent and sanitary housing conditions for very low-income families and to manage resources efficiently. The PHA is to promote personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

1-I.D. THE PHA'S PROGRAMS

The following programs are included under this administrative plan:

PHA Policy

The PHA's administrative plan is applicable to the operation of the Housing Choice Voucher program.

1-I.E. THE PHA'S COMMITMENT TO ETHICS AND SERVICE

As a public service agency, the PHA is committed to providing excellent service to HCV program participants – families and owners – in the community. The PHA's standards include:

 Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.

 Provide decent, safe, and sanitary housing – in compliance with program housing quality standards – for very low-income families while ensuring that family rents are fair, reasonable, and affordable.

 Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human

service needs.

 Promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.

 Promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.

 Promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.

 Create positive public awareness and expand the level of family, owner, and community support in accomplishing the PHA's mission.

 Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.

 Administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and commitment to our employees and their development. The PHA will make every effort to keep program participants informed of HCV program rules and regulations, and to advise participants of how the program rules affect them.

1.0 FAIR HOUSING & EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of HACC to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the HACC housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, HACC will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the HACC office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

HACC will assist any family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form. HACC will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the HACC housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

This policy clarifies how people can request accommodations and the guidelines HACC will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, HACC will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

Types of Reasonable Accommodations

When needed, the PHA must modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside the PHA range) if the PHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff
- Displaying posters and other housing information in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair

The PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

1.3 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Is the requestor a person with disabilities? For this purpose, the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

> A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, HACC will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, HACC will obtain documentation that the requested accommodation is needed due to the disability. HACC will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? To be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? HACC business is housing. If the request would alter the fundamental business that HACC conducts, that would not be reasonable. For instance, HACC would deny a request to have HACC do grocery shopping for the person with disabilities.

2. Would the requested accommodation create an undue financial

hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, HACC may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally, the individual knows best what they need; however, HACC retains the right to be shown how the requested accommodation enables the individual to access or use the HACC programs or services.

If more than one accommodation is equally effective in providing access to the HACC programs and services, HACC retains the right to select the most efficient or economic choice.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. HACC does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

1.5 SERVICES FOR NON-ENGLISH-SPEAKING PERSONS AND PARTICIPANTS

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants.

HACC will endeavor to have bilingual staff or access to people who speak languages other than English

1.6 FAMILY/OWNER OUTREACH

HACC will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons, who cannot or do not read newspapers, HACC will distribute fact sheets to the broadcasting media, community service agencies, and library and school bulletin boards and at City Hall. HACC will also try to utilize public service announcements.

HACC will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

HACC will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. Owners and managers participating in the Section 8 Program may participate in making this presentation. The briefing is intended to:

A. Explain how the program works;

B. Explain how the program benefits owners;

C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways HACC helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials, and meet HACC staff.

HACC will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed, and announcements mailed.

1.7 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

1.8 REQUIRED POSTINGS

HACC will post, at its office, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan

B. Notice of the status of the waiting list (opened or closed)

C. The office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

1.9 FSS AFFIRMATIVELY FURTHERING FAIR HOUSING ADDENDUM

It is an objective of the Housing Authority of Cochise County (HACC) to promote fair housing and the opportunity for all individuals and families to experience freedom of housing choice. We will continue to ensure equal opportunity and affirmatively further fair housing through the following actions:

- Annually review and revise information that is distributed to applicants, tenants and program participants who contact this office wanting tenant/landlord and fair housing assistance;
- Ensure that HACC staff attends Fair Housing training to better understand the law so that accurate technical assistance can be provided;
- Advertise widely in the community for all positions including that of the FSS program coordinator;
- Market all programs to all eligible persons including persons with disabilities and persons with limited English proficiency;
- Make buildings and communications that facilitate applications and service delivery accessible to persons with disabilities;
- Provide fair housing counseling referrals to fair housing agencies;
- Inform participants how to file a fair housing complaint, including providing the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777;
- Recruit service providers in areas that expand housing choice to program participants seeking homeownership.

Program record keeping will include the race, ethnicity, familial status, and disability status of program participants.

2.0 COCHISE COUNTY HA/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of HACC, the Section 8 Owners/Landlords, and the participating families.

2.1 COCHISE COUNTY HA RESPONSIBILITIES

A. HACC will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the HACC Section 8 Administrative Plan.

B. In administering the program, HACC must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help disabled persons find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust HACC utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by HACC, if the owner defaults (e.g., HQS violation);

18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews of certain HACC decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain HACC decisions concerning participant families;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

2.2 OWNER RESPONSIBILITY

A. The owner is responsible for performing all the owner's obligations under the HAP contract and the lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to HACC information required under the HAP contract.

5. Collecting from the family:

a. Any security deposit required under the lease.

b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.

c. Any charges for unit damage by the family.

6. Enforcing tenant obligations under the lease.

7. Paying for utilities and services (unless paid by the family under the lease.)

8. Including in the lease a clause stating that engaging in drug-related criminal activity on or near the premises by the tenant, household member, guest, or any other person under the tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must also provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
D. The owner is responsible for notifying HACC sixty (60) days prior to any rent increase.
E. The owner must show justification for any rental increase.
F. If a stop payment is required on checks issues by HACC, the bank charge of $50.00 will be passed along to the payee.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

A. Supplying required information.

1. The family must supply any information that HACC or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by HACC or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing HACC Inspection

The family must allow HACC to inspect the unit at reasonable times and after at least two (2) days notice.

D. Violation of Lease

The family may not commit any serious or repeated violations of the lease.

E. Family Notice of Move or Lease Termination

The family must notify HACC and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give HACC a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

2. HACC must approve the composition of the assisted family residing in the unit. The family must promptly inform HACC of the birth, adoption or court-awarded custody of a child. The family must request approval from HACC to add any other family member as an occupant of the unit. No other person (i.e., only members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify HACC if any family member no longer sides in the unit.

4. If HACC has given approval, a foster child/foster adult or a live-in aide may reside in the unit. HACC has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when HACC consent may be given or denied.

5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease or let the unit.

7. The family must not assign the lease or transfer the unit.

8. The family must agree to receive all mail from HACC at the assisted unit, or at a Post Office Box registered in the family's name.

H. Absence from the Unit

The family must supply any information or certification requested by HACC to verify that the family is living in the unit, or relating to family absence from the unit, including any HACC requested information or certification on the purposes of family absences. The family must cooperate with HACC for this purpose. The family must promptly notify HACC of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 calendar days. The family must request permission, in writing before the absence, from the or absences exceeding 30 calendar days. HACC will make a determination within 5 business days of the request. An authorized absence may not exceed 180 calendar days. Any family absent for more than 30 calendar days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by HACC

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

HACC accepts applications only from families whose head or spouse is at least 18 years of age. To be eligible for participation, an applicant must meet HUD's criteria, as well any permissible additional criteria established by the PHA. HUD's eligibility criteria are:

A. An applicant must be a family

B. An applicant must be within the appropriate income limits

C. An applicant must provide Social Security Numbers for all family members age six and older, and

D. An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required.

E. Consent to the PHA's collection and use of family information as provided for in PHA provided consent forms.

At least one member of the applicant family must either be a U.S. Citizen or have eligible immigration status before HACC may provide any financial assistance.

3.2 ELIGIBILITY CRITERIA

A. Family Status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that

lives together in a stable family relationship.

a. Children temporarily absent from the home due to placement in foster care are considered family members. This provision only pertains to the foster child's temporary absence from the home and is not intended to artificially enlarge the space available for other family members.

b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size but are not considered family members for determining income limit.

2. An **elderly family**, which is:

a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

b. Two or more persons who are at least 62 years of age living together; or

c. One or more persons who are at least 62 years of age living with one or more live in aides.

3. A **disabled family**, which is:

a. A family whose head, spouse, or sole member is a person with disabilities;

b. Two or more persons with disabilities living together; or

c. One or more persons with disabilities living with one or more live-in aides.

d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

4. A **remaining member of a tenant family**. The HUD definition of family includes the *remaining member of a tenant family*, which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

5. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Guests

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent.

A guest can remain in the assisted unit no longer than 30 consecutive days or a total of 90 cumulative calendar days during any 12-month period.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that is not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Absent Family Members

Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences due to placement in foster care

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absent Head, Spouse, or Co head

An employed head, spouse, or co head absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member

LIVE-IN AIDE

Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request-subject to PHA verification-at each annual reexamination. In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The PHA will not approve a person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:

The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

The person commits drug-related criminal activity or violent criminal activity; or

The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request, the PHA will notify the family of its decision in writing.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:

   a. An extremely low-income (30% of median income), a very low-income (50% of median income); or low-income family (80% of median income).

   b. A low-income family continuously assisted for 90 calendar days under the 1937 Housing Act;

   c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;

   d. A low-income family that is a no purchasing tenant in a HOPE 1 or

HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

e. A low-income family or moderate-income family that is displaced because of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families who are moving into the HACC jurisdiction under portability do not have to meet the income eligibility requirement for the HACC program.

5. Income limit restrictions do not apply to families transferring units within the HACC Section 8 Program.

C. Citizenship or Eligible Immigration Status

To receive assistance, one family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families A family is eligible for assistance if at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination.

Non-eligible members Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students Defined by HUD in the noncitizen regulations are not eligible for assistance.

Appeals For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

1. To be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

a. A provision authorizing HUD and HACC to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

b. A provision authorizing HUD or HACC to verify with previous or current employer's income information pertinent to the family's eligibility for or level of assistance;

c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for tenancy. HACC determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. HACC will deny assistance to a family because of drug-related criminal activity, registered sex offenders or violent criminal activity by family members within the three previous years from

the date of the record search. This check will be made through local law enforcement. If the individual has lived outside the local area, HACC may contact law enforcement agencies where the individual had lived

HACC will check with the State sex offender registration program *via the Internet at www.azsexoffender.org* and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the HACC will provide any factual information, or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, distributed to community agencies, posted at City Hall, the City Library and made available through minority media.

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete a pre-application ("application") for housing assistance. Applications are available at the counter during regular business hours at: HACC, 1415 Melody Lane, Building A, Bisbee, AZ 85603. Applications will also be mailed upon request of the applicant.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance, applications may be taken on an open enrollment basis, depending on

the length of the waiting list.

When the waiting list is open, completed pre-applications will be accepted from all applicants at any time and will be dated and time stamped upon its return to HACC. Pre-Applications will be added to the waiting list by local preference, date and time that it was received. HACC will at a later date request a full application in order to determine applicant's eligibility, admission, and level of benefit.

Persons needing assistance with the application process may receive help in person at the HACC, 1415 Melody Lane, Building A, Bisbee, AZ 85603 during normal office hours, Monday – Friday, 8:00 AM – 5:00 PM.

Persons with disabilities who require a reasonable accommodation in completing an application may call HACC to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **520.432.8360**.

The application process involves two phases. Phase 1 is the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income information, birth certificates, Social Security Cards, Immigration Status as required by HUD's Non-Citizen Rule, and information establishing any preferences to which they may be entitled. Phase 1 may result in the family's placement on the waiting list.

Upon receipt of the family's pre-application, HACC will make a preliminary determination of eligibility. HACC will notify the family in writing that their name has been placed on the waiting list according to local preference and date and time. If HACC determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

Applicants must report changes to their application including changes in family composition, income, or preference factors. Changes must be reported in writing by the Head of Household. The applicant's file will be annotated and their place on the waiting list will be updated should that become necessary.

Phase 2 is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. Verification of all preferences and eligibility will be done in Phase 2 of the application process. The family's final eligibility for admission into the Section 8 Program is determined during Phase 2.

4.3 ORGANIZATION OF THE WAITING LIST

The waiting list(s) will be maintained in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained in order of local preference and then in order of date and time of application;

C. Any contact between HACC and the applicant will be documented in the applicant file.

Note: The tenant-based waiting list cannot be maintained by bedroom size under current HUD regulations.

4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within two (2) months of being offered assistance, the family will be asked to complete a full application and present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms and all other required information. These applicant files will be pulled from the waiting list for eligibility certification and will be placed in a Pre-Participation Status. HACC must notify the family in writing of its determination and give the family the opportunity for an informal review.

4.5 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

HACC will allow the family to reschedule an appointment for good cause but no more than twice. When a good cause exists, HACC will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list. Examples of good cause include but are not limited to the following: 1) documentation of hospitalization 2) documentation of family illness 3) death in the immediate family that requires out of town travel.

4.6 PURGING THE WAITING LIST

HACC will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

HACC will not remove an applicant's name from the waiting list unless:

A. The applicant requests, in writing, that the name be removed;

B. The applicant fails to respond to a written request for information or a

request to declare their continued interest in the program or misses scheduled appointments or refuses offered housing; or

C. The applicant does not meet either the eligibility or screening criteria for the program.

4.8 GROUNDS FOR DENIAL

HACC will deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Fail to respond to a written request for information or a request to declare continued interest in the program;

D. Fail to complete any aspect of the application or lease-up process;

E. Have a history of criminal activity (a three-year period) by any household member involving crimes of physical violence against persons or property, and drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff, or cause damage to the property.

F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.

G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

H. Have a family member who was evicted or terminated from assisted housing within the past three years;

I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HACC may waive this requirement with documentation or statement from a third party if:

1. The person has successfully completed a supervised drug or alcohol rehabilitation program; or

2. The person is participating in a supervised drug or alcohol rehabilitation program.

K. Have engaged in or threatened abusive or violent behavior towards any HACC staff or residents;

L. Have a family household member who has been terminated under the Section 8 Program during the last three years;

M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);

N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

NO APPLICANT FOR THE HCV PROGRAM WHO HAS BEEN A VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING SHALL BE DENIED ADMISSION INTO THE PROGRAM IF THEY ARE OTHERWISE QUALIFIED.

4.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by HACC, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. HACC system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, HACC will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the HACC will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

4.10 INFORMAL REVIEW

If HACC determines that an applicant does not meet the criteria for receiving Section 8 assistance, HACC will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within ten (10) business days of the denial. HACC will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, HACC will use the assistance for those families.

5.2 PREFERENCES

Families are eligible for the following local preferences:

Residency: Living or working in Cochise or Graham Counties or have notified that they are hired to work in Cochise or Graham Counties.

To verify this preference, the PHA will require a minimum of [3] of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, driver's licenses, voters registration records, credit reports, notarized statement from household with whom the family is residing. For families who have been hired to work in the jurisdiction of the PHA, a statement from the employer will be required.

Elderly/Disabled: One who is at least 62 years old. Disabled person as defined by Section 223 of the Social Security Act or Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

Chronically Homeless A person who is referred to HACC by a homeless shelter as chronically homeless as defined by HUD.

Veterans: This preference is available to veterans or surviving spouses of veterans. The PHA will require U.S. government documents indicating the applicant qualifies under the above definition.

Victims of Domestic Violence. A person who is referred by a Domestic Violence or Crisis shelter and is verified to be a victim of domestic violence as defined in Chapter 22, Violence Against Women Act. The domestic violence must have occurred no more than 3 months prior to requesting this preference and must be supported by appropriate documentation.

Involuntary Displacement due to a natural disaster (fire, flood, earthquake, etc) that has caused the unit to be uninhabitable. The unit must have become uninhabitable no more than six months prior to the date of the request for preference and be located within the area the Housing Authority of Cochise County administers vouchers.

Families who claim they are being or have been displaced due to a disaster will be

required to provide written verification by the displacing unit or agency of government, or by a service agency such as the Red Cross. They must have lived within the jurisdiction of the Housing Authority of Cochise County at the time of displacement.

5.3 SELECTION FROM THE WAITING LIST

Families will be selected from the waiting list by local preference and then by date and time of the family's application for housing assistance.

If necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, HACC retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

The new statutory definition of an extremely low–income (ELI) family. Section 238 of HUD's FY 2014 Appropriations Act1 amended Section 3 of the United States Housing Act of 1937 (42 U.S.C. 1437a) to define ELI families as very low–income families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level. The federal poverty level provision in the definition of ELI families does not apply in the case of public housing agencies or projects located in Puerto Rico or any other territory or possession of the United States.

If there are not enough extremely low-income families on the waiting list, HACC will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

When an applicant is offered assistance and refuses the offer, he/she loses his/her placement on that waiting list. If the applicant is on another waiting list, the position on that list is not affected.

5.4 SPECIAL PROGRAMS

Admission preference may be established when special program needs arise. Applications for the following "special" programs will be accepted by referrals.

A. **HOPWA Rent Subsidy Program:** In collaboration with Cochise County and the Southern Arizona AIDS Foundation (SAAF). Ryan White Program, the PHA will provide a Section 8 "look-alike" program for eligible persons and families who qualify under HOPWA guidelines. If eligible under the guidelines, the PHA will determine eligibility for housing assistance. Applicants may be income eligible up to 80% of the median income.

B. **HUD-Veterans Affairs Supportive Housing (VASH):** The PHA in partnership with the Tucson Veterans Administration (VA) Medical Center provides housing assistance for

homeless veterans along with case management, health, and other supportive services. Participants are referred by the VA. Higher payment standards may be set for the program as well as waiver of minimum rent.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

HACC will issue a voucher for a bedroom size – the bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons and relate to the number of bedrooms on the voucher,

not the family's actual living arrangements. The Unit size on the voucher remains the same as long as family composition remains the same, regardless of the actual unit size rented. HACC will consider factors such as family characteristics including sex age or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.

Generally, HACC assigns one bedroom to two people within the following guidelines but will not require adults and children to share a room:

A. Separate bedrooms will be assigned for persons of the opposite sex (other than adults who have a spousal relationship and children under the age of 6 years.)

B. Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.

C. Live-in aides will generally be provided a separate bedroom at intake. No additional bedrooms are provided for the aide's family

D. Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.

E. A single pregnant woman with no other family members must be treated as a two-person family.

HACC may grant exceptions from the subsidy standards if the family requests and the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members.

HACC will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size that the subsidy standards permit when persons cannot share a bedroom because of a need, such as a: verified medical or health reason or elderly persons or persons with disabilities who may require a live-in aide. Requests based on health-related matters must be verified by a certified professional and must state why a larger size unit than that allowed by the guidelines is necessary.

HACC will not issue a larger voucher due to additions of family members other than by birth, adoptions, marriage or court awarded custody. When a family qualifies for a larger unit HACC will do so at the next annual reexam providing funding is available.

The members of the family residing in the unit must be approved by HACC. The family must obtain approval of any additional family members before the new family member occupies the unit except for additions by birth, adoption or court ordered custody, in which case the family must inform the PHA within 30 calendar days. The above referenced guidelines will apply.

The family unit size will be determined by HACC in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

HACC does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The PHA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

The assignment of bedroom sizes (as described above) applies only to the initial occupancy and does not apply to continued occupancy. During the initial term of the lease, because of additions to or decreases in the family size; the family will not be required to move to a larger or smaller unit unless the Housing Authority determines a move is in the best interest of the participant and/or Housing Authority. Such determination may only be made by the Director or authorized designee.

6.1 BRIEFING

When HACC selects a family from the waiting list, the family will be invited to attend a briefing (allowing ten (10) business days' notice) explaining how the program works. To receive a voucher, the family is required to attend the briefing. If they cannot attend the originally scheduled briefing and provide prior written notice, they may attend a later session. If the family fails to attend the second scheduled briefing, they will be dropped from the waiting list and denied admission. Applicants arriving more than 10 minutes late to a briefing will not be briefed. Applicants will not be scheduled for more than two briefings.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

A. A description of how the program works;

B. Family and owner responsibilities;

C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;

D. Types of eligible housing;

E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;

F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

F. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income.

6.2 PACKET

During the briefing, HACC will give the family a packet covering at least the following subjects:

A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard and the utility allowance schedule;

D. How the Housing Authority determines the maximum rent for an assisted unit;

E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;

F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;

H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure

statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any information or third-party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;

I. The Housing Authority's subsidy standards, including when and if the Housing Authority will consider granting exceptions to the standards;

J. The HUD brochure on how to select a unit ("A Good Place to Live");

K. The HUD-required lead-based paint brochure;

L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;

M. A list of vacant units submitted by owners/agents who may be willing to lease a unit to the family or help the family find a unit;

N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the HACC that may be available;

O. The family's obligations under the program;

P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;

Q. HACC informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and

R. HACC owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, HACC will issue the voucher. At this point, the family begins their search for a unit. When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease; the HUD required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the

HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 business days after the receipt of inspection request from the family and owner. The 15-business day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will, upon request, provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information, or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 90 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one extension of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 30 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority may grant an additional extension beyond the 120-day period.

Upon submittal of a completed request for approval of tenancy form, HACC will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term 30 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is

acting on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case, the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

Rescinding of Vouchers:

If, due to budgetary constraints, the PHA must rescind vouchers that have already been issued to families, the PHA will do so according to the instructions under each category below. The PHA will first rescind vouchers that fall under Category 1. Vouchers in Category 2 will only be rescinded after all vouchers under Category 1 have been rescinded.

Category 1: Vouchers for which a Request for Tenancy (RTA) and proposed lease have **not** been submitted to the PHA.

Vouchers will be rescinded in order of the date and time they were issued, starting with the most recently issued vouchers.

Category 2: Vouchers for which a Request for Tenancy Approval and proposed lease have been submitted to the PHA.

Vouchers will be rescinded in order of the date and time the RTA was submitted to the PHA, starting with the most recently submitted requests.

Families who have their vouchers rescinded will be notified in writing and will be reinstated to their former position on the waiting list. When funding is again available, families will be selected from the waiting list in accordance with PHA selection policies.

6.5 APPROVAL TO LEASE A UNIT

HACC will approve a lease if all the following conditions are met:

A. The unit is eligible;

B. The unit is inspected by the Housing Authority and passes HQS;

C. The lease is approvable and includes the language of the tenancy addendum;

D. The rent to owner is reasonable;

E. The family's share of rent does not exceed 40% of their monthly adjusted income,

F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and

G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all the following conditions are met:

A. The unit passes the Housing Authority HQS inspection;

B. The family's share of rent does not exceed 40% of their monthly adjusted income,

C. The landlord and tenant sign the lease to include the HUD required addendum; and

D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

6.6 COCHISE COUNTY HA DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

E. The owner has a history or practice of renting units that fail to meet State or local codes; or

F. The owner has not paid State or local real estate taxes, fines, or assessments.

G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. premises by tenants, HACC employees or owner employees; or

2. surrounding residents and/or neighbors;

H. If the owner is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the HACC determines that approving the unit would provide reasonable accommodation for a family member with disabilities.

I. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

A. A public housing or Indian housing unit;

B. A unit receiving project-based assistance under a Section 8 Program;

C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;

D. College or other school dormitories;

E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space;

G. Units owned by family members; and

H. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

HACC will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

A. Congregate housing

B. Group homes

C. Shared housing

D. Cooperative housing

E. Single room occupancy housing

HACC will approve leases for the following housing types:

A. Single family dwellings

B. Apartments

C. Manufactured/Mobile housing - Post 1976

D. Manufactured/Mobile home space rentals

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

In the tenant and/or project-based program, participating families are not allowed to move to another unit or change programs until the initial 12-month lease has expired and proper notice has been given to the landlord and the PHA, or if the Housing Authority has terminated the HAP contract with an owner.

HACC may issue a new voucher if the family does not owe HACC ~~or~~ any other Housing Authority or landlord money in connection with a Section 8 program, has not violated a Family Obligation, has not moved and/or been issued a voucher within the last 12 months, **and** only if HACC has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement may be waived. Mutual termination of an existing lease will not be accepted except for ADA accommodation or other mitigating circumstances.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Section 8 Program, HACC will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated;

B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or

C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

7.2 PROCEDURES REGARDING FAMILY MOVES

Families with tenant-based assistance considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the HACC jurisdiction, will be required to attend a mover's briefing prior to HACC entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;

B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

C. Payment standards, exception payment standard rent areas, and the utility

allowance schedule;

D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income;

E. Portability requirements and opportunities;

F. The need to have a reexamination conducted within 120 days prior to the move;

G. An explanation and copies of the forms required to initiate and complete the move; and

H. All forms and brochures provided to applicants at the initial briefing.

7.3 WHEN TO CONDUCT A NEW REEXAM FOR A FAMILY MOVE

The following procedures relating to ***reexaminations*** and ***anniversary dates*** will apply for all Family Moves. Failure to follow the procedures below may subject the family to termination from the program.

A. In all cases of a transfer, a new reexam **must be** completed if the family income or composition has changed since the last recertification (even if the last recertification/verification is less than 120 days old). This will result in a new anniversary date for the family.

B. Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days or be less than 30 days. Mutual termination of an existing lease will not be accepted unless they are for ADA accommodation or other mitigating circumstances.

C. If the family moves from the unit before the initial term of the lease ends without approval of the owner and HACC, it will be considered a serious lease violation and cause for termination from the program.

D. The family is required to give HACC a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to HACC will be considered a violation of Family Obligations and is cause for termination from the program.

E. A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to HACC, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family

will be required to provide the receipt and envelope showing that the attempt was made.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE HOUSING AUTHORITY OF COCHISE COUNTY

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of HACC at the time the family first submits its application for participation in the program to HACC may lease a unit anywhere in the jurisdiction of HACC or outside the HACC jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of HACC at the time of its application, the family will not have any right to lease a unit outside of the HACC jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of HACC.

Families participating in the tenant-based program will not be allowed to move more than once in any 12-month period and under no circumstances will HACC allow a participant to improperly break a lease. Under extraordinary circumstances, HACC may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, HACC will not issue a voucher, and will terminate assistance in compliance with Section 14.0, Termination of Assistance to the Family by the Housing Authority of Cochise County.

8.2 INCOME ELIGIBILITY

A. Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Tenant Based Assistance Program.

B. If a portable family is already a participant in the Initial Housing Authority's Tenant Based Assistance Program, income eligibility is not re-determined.

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

B A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES

A. When HACC is the Initial Housing Authority:

1. HACC will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.

2. HACC will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

3. HACC will advise the family how to contact and request assistance from the Receiving Housing Authority.

4. HACC will, within ten (10) business days, notify the Receiving Housing Authority to expect the family.

5. HACC will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

B. When HACC is the Receiving Housing Authority:

1. When the portable family requests assistance from HACC, HACC will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family or absorb the family into its own program. When HACC receives a portable family, the family can be absorbed if funds are available and a voucher will be issued.

2. HACC will issue a voucher to the family. The term of a HACC voucher will not expire before the expiration date of any Initial Housing Authority's voucher. HACC will determine whether to extend the voucher term. The family must submit a request for tenancy approval to HACC during the term of the HACC voucher.

3. HACC will determine the family unit size for the portable family. The family unit size is determined in accordance with the HACC subsidy standards.

4. HACC will within ten (10) business days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

5. If HACC opts to conduct a new reexamination, HACC will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

6. To provide tenant-based assistance for portable families, HACC will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or HACC may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Housing Authority of Cochise County

If funding is available under the consolidated ACC for HACC Voucher Program when the portable family is received, HACC can absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for HACC Tenant-Based Program. Should HACC be absorbing a tenant who is an existing Port-In, HACC will absorb the tenant with the earliest effective date.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

a. As the Initial Housing Authority, HACC will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

b. The Initial Housing Authority will promptly reimburse the

Receiving Housing Authority for 80% of the Initial or HUD prorated amounts Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, HACC counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, HACC subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 INCOME

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), HACC believes that past income is the best available indicator of expected future income, HACC may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions of wages and

salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.

   a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of

welfare assistance income to be included as income consists of:

i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

b. Imputed welfare income.

i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to HACC by the welfare agency), plus the total amount of other annual income.

ii. At the request of HACC, the welfare agency will inform HACC in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform HACC of any subsequent changes in the term or amount of such specified welfare benefit reduction. HACC will use this information to determine the amount of imputed welfare income for a family.

iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to HACC by the welfare agency).

iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

v. HACC will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

vi. If a participant is not satisfied that HACC has calculated the amount of imputed welfare income in accordance with HUD requirements, and if HACC denies the family's request to modify such amount, then HACC shall give the resident written notice of such denial, with a brief explanation of the basis for HACC determination of the amount of imputed welfare income. HACC notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.

c. Relations with welfare agencies

i HACC will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives HACC written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

ii. HACC is responsible for determining the amount of imputed welfare income that is included in the family's annual income because of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the agency. However, HACC is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

iii. Such welfare agency determinations are the responsibility of the welfare agency, and the family

may seek appeal of such determinations through the welfare agency's normal due process procedures. HACC shall rely on the welfare agency notice to HACC of the welfare agency's determination of a specified welfare benefits reduction.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.3 EXCLUSIONS FROM INCOME

Fully Excluded Income:

Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. For fully excluded income, the PHA is **not required** to:

- Verify the income in accordance with the HUD-prescribed verification hierarchy;
- Document in the tenant file why third-party verification was not available as required by 24 CFR 960.259(c)(i) and 24 CFR 982.516(a)(2); and
- Report the income in Section 7 of the form HUD-50058.

HACC may accept an applicant or participant's self-certification as verification of fully excluded income. HACC's application and reexamination documentation, which is signed by all adult family members, may serve as the self-certification of the fully excluded income. HACC has the option of elevating the verification requirements if necessary, to determine if a source of income qualifies for a full exclusion.
Examples of common fully excluded income categories that are verifiable through applicant or participant self-certification are:

- Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
- Income from a live-in aide.

For a complete list of income exclusions, see 24 CFR 5.609(c).

Partially Excluded Income:

Income that is partially excluded means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family's annual income.

For partially excluded income, HACC will:

- Comply with HUD-prescribed verification requirements and all applicable regulations pertaining to the determination of annual income; and
- Report the income in Section 7 of the form HUD-50058. The example below shows how the partially excluded income for a full-time student should be reported on the form HUD-50058.

Examples of partially excluded income that are subject to regular verification requirements include:

- The Department of Veterans Affairs "Aid and Attendance" benefits – in accordance with 24 CFR 5.609(c)(4), these benefits may be excluded from income if they are used "specifically for, or in reimbursement of, the cost of medical expenses for any family member." Live-in or periodic medical assistance and services of doctors and health care professionals are among the services that may be counted as medical expenses. The PHA must verify the amount provided for aid and attendance medical expenses and the amount being used by the veteran for such expenses.

Any portion of the benefit not used for such expenses would continue to be counted as income by HACC when determining the family's annual income.

- Earnings in excess of $480 for full-time students 18 years old or older (24 CFR 5.609(c) (11) – to determine the amount of earnings to include in the calculation of the family's annual income, the PHA must verify the amount of employment income for these family members.

For a complete list of income exclusions, see 24 CFR 5.609(c).

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

C. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94–540, 90 Stat. 2503–04);

h. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission

or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407–1408);

i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);

p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the

applicant under the Victims of Crime Act (42 U.S.C. 10602); and

s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent

B. $400 for any elderly family or disabled family

C. The sum of the following, to the extent the sum exceeds three percent of annual income:

1. Unreimbursed medical expenses of any elderly family or disabled family; and

2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and

D. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

E. For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:

1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.

2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job-training program.

3. Persons with disabilities who are or were, within 6 months, assisted under State TANF or Welfare–to-Work program for at least $500.00.
   During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

   The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion. (effective 5.21.01).

9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the participant.

B. The HACC Director, or authorized designee, shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.

C. After the reconciliation is complete, HACC shall adjust the participant's rental contribution beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, HACC shall do one of the following:

   1. Immediately collect the back over paid assistance paid by the agency;

   2. Establish a repayment plan for the resident to pay the sum due to the agency;

   3. Terminate the participant from the program for failure to report income; or

   4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

9.6 COOPERATING WITH WELFARE AGENCIES

HACC will make its best efforts to enter into cooperation agreements with local

welfare agencies under which the welfare agencies will agree:

A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
B. To provide written verification to HACC concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

9.7 Amendment to the Definition of Tuition

I. Purpose

The definition of tuition found in the *Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance* (71 FR 18146, appendix A) which is used in both Multifamily Housing and Public and Indian Housing (PIH) programs. The *Supplementary Guidance* states that "tuition shall have the meaning given this term by the institution of higher education in which the student is enrolled. Tuition will now be defined in the same manner in which the Department of Education defines "tuition and fees." The term "tuition" is defined in the *Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance* (71 FR 18146, appendix A). Multifamily Housing programs define the term tuition in HUD Handbook 4350.3 REV-1.

Amended Definition of Tuition as Defined by the Department of Education

The Department of Education defines tuition as the amount of money charged to students for instructional services which may be charged per term, per course, or per credit. The Department of Education further defines tuition and fees as the amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent what a typical student would be charged and may not be the same for all students at an institution. If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an entire academic year is used to estimate average tuition. Required fees include all fixed sum charges that are required of a large proportion of all students. The student who does not pay the charges is an exception. Examples of required fees include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program). Expenses related to attending an institution of higher education must **not** be included as tuition. Examples of these expenses include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

For purposes of determining the eligibility of a person to receive assistance under section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), any financial assistance (**in excess of amounts received for tuition and any other required fees and charges**) that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an

institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except for a person over the age of 23 with dependent children.

Applicability

All provisions of this notice apply to owners and management agents (O/As) and public housing authorities (PHAs) administering the following covered programs under section 8 of the United States Housing Act of 1937:

A. Project-based Section 8

1. New Construction
2. State Agency Financed
3. Substantial Rehabilitation
4. Section 202/8
5. Rural Housing Services Section 515/8
6. Loan Management Set-Aside (LMSA)
7. Property Disposition Set-Aside (PDSA)

B. Section 8 Housing Choice Voucher (including Project-Based Voucher and Project-Based Certificate)

C. Moderate Rehabilitation

In programs, other than HUD's section 8 programs, that follow the definition of annual income in 24 CFR part 5 (e.g. the Public Housing program), PHAs and other grantees may continue to exclude the full amount of student financial assistance from a person's annual income in accordance with 24 CFR § 5.609(c)(6).

The amended definition of tuition applies to all HUD programs. The income determination and verification requirements may also apply to other HUD programs that follow 24 CFR part 5

Income Determination

In implementing the amended definition of tuition, for section 8 programs only, O/As and PHAs must include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income in accordance with 24 CFR 5.609(b)(9).
Under other programs, such as the Public Housing program, the full amount of financial assistance a student receives while participating in the program continues to be excluded from the program participant's annual income pursuant to 24 CFR § 5.609(c)(6).

Example:

Kim, a 22-year-old, married, participant in a Section 8 program is enrolled in a nursing program at her local community college. She is receiving $7,000 in financial assistance to cover the full cost of tuition and fees of $6,000 for the academic year. The $6,000 includes:

- $2,500 in tuition per semester (total $5,000) *plus*
- $500 in individual fees (total $1,000)—athletic fee, writing laboratory fee, student center fee, science laboratory fee, technology fee—charged to every student per semester.

In this example, the excess $1,000 ($7,000 - $6,000) Kim received in financial assistance will be included in her annual income in accordance with 24 CFR 5.609(b)(9).

Under HUD's previous definition of tuition, Kim's housing authority might have considered her financial assistance to be in excess of $2,000 if her college's definition of tuition did not include fees. Under HUD's new definition, Kim's housing authority will determine her excess financial assistance to be $1,000 rather than $2,000 because the required fees and charges are included with tuition. Using the same example, if Kim was a participant in the Public Housing program, the full amount of financial assistance she received would be excluded from her income in accordance with 24 CFR § 5.609(c)(6).

Verification of Tuition and Fees

O/As and PHAs must verify the amounts of tuition and required fees charged by the school when determining annual income. O/As and PHAs may wish to verify those amounts using the student's bill or account statement (including an online account statement) as provided by the school's bursar's office, or by contacting the bursar's office directly. It is also recommended that you visit the school's website as many institutions of higher education provide an itemized list covering tuition and fees that are charged to a majority of their students on their websites.

10.0 VERIFICATION

HACC will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible immigration status.

10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship/eligible non-

citizen documentation is required. Verification of these items will include making copies of Birth Certificates, Immigration Documents, Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from HACC or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, HACC will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if HACC has been unable to obtain third party verification in a four-week period. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the HACC will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third-party verification, HACC will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items

Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional,	Proof of SSI or Social Security

	SSI, etc.	disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance, or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements. Savings accounts will be calculated on actual amount in account. Checking accounts will be calculated by averaging the most recent three-month statements.
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement

Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out- of-pocket expenses incurred to participate in a program	N/A

HACC will accept a family's self-declaration of the amount of assets if the assets are equal to or below $5,000 and the amount of income expected to be received from those assets. The PHA's application and reexamination documentation which is signed by all adult family members, can serve as self-declaration. HACC will not need to request supporting documentation from the family to confirm assets or the amount of income expected to be received from those assets. If the net family assets are in excess of $5,000, HACC must obtain supporting documentation from the family to confirm the assets.

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/ eligible noncitizen status of each family member regardless of age

must be determined. Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as Social Security card, birth certificate, military ID or military DD 214 Form, immigration documents.)

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. HACC will make a copy of the individual's INS documentation and place the copy in the file. HACC also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, HACC will mail information to the INS, so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If HACC determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

A 90-day period during which an applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6 years. An extension of one additional 90-day period must be granted if the Housing Authority of Cochise County determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant. For example, an applicant may be able to demonstrate timely submission of a request for a SSN, in which case processing time would be the cause of the delay. If the applicant family does not produce the required documentation within the authorized time period, the Housing Authority of Cochise County or processing entity must impose appropriate penalties, in accordance with 24 CFR 5.218.

In terms of offering a grace period and an extension, if merited, HACC will implement this provision just as it currently implements the provision for program participants. Specifically, an applicant family with a child under the age of 6 years may become a participant family, even if the SSN for the child has not been verified at the time of admission. If the SSN has still not been verified at the end of the initial 90-day period, then the HACC must determine whether a 90-day extension is merited. If it is not merited, then the HACC must follow the provisions of 24 CFR 5.218. If a 90-day extension is merited, then the PHA must either verify the SSN for the child by the end of the 90-day extension period or follow the provisions of 24 CFR 5.218.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, HACC will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number, they will be required to sign a statement to this effect. HACC will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within 90 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

10.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

After October 1, 1999, HACC will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability.

11.2 RENT REASONABLENESS

No HAP contract can be approved until the PHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises.

Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved at the time of annual

renewal of the lease, when the tenant continues to reside in the same unit;

PHA Policy:
After the initial occupancy period, the owner may request a rent adjustment in accordance with the owner's lease. For rent increase requests after initial lease-up, the PHA may request owners to provide information about the rents charged for other units on the premises, if the premises include more than 4 units. In evaluating the proposed rents in comparison to other units on the premises the PHA will consider unit size and length of tenancy in the other units.

The PHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. The owner will be notified of the determination in writing. All rents adjustments will be effective the first of the month following 60 days after the PHA's receipt of the owner's request or on the date specified by the owner, whichever is later.

B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If the Housing Authority or HUD directs that reasonableness be re-determined.

In addition to the instances described above, the PHA will make a determination of rent reasonableness at any time after the initial occupancy period if: (1) the PHA determines that the initial rent reasonableness determination was in error or (2) the PHA determines that the information provided by the owner about the unit or other units on the same premises was incorrect.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the following factors:

- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made.
- Amenities, services, and utilities included in the rent

The Housing Authority will maintain current survey information on rental units in the jurisdiction. Information sources include newspapers, realtors, market surveys,

inquiries of owners and other available sources. The data will be maintained by bedroom size and market areas. Market areas may be defined by zip codes, census tract, neighborhood, and identifiable natural or man-made boundaries. The data will be updated on an ongoing basis and rent information that is more than 12 months old will be eliminated from the database. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month, the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

Units that Must Not be Used as Comparables
Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD determines the maximum subsidy for a family.

For a regular tenancy under the Tenant Based Certificate Program, the FMR is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including

the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

11.5 SETTING THE PAYMENT STANDARD

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. HACC will review its determination of the payment standard annually after publication of the FMRs. HACC will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one-bedroom size may increase or decrease while another remains unchanged. HACC may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

HACC may approve a payment standard of not more than 120 percent of the FMR without HUD approval if required as a reasonable accommodation for a family that includes a person with disabilities. This provision applies to the HCV program only and allows a HACC to establish a payment standard within limits currently permitted but designated for approval only by a HUD Field Office (24 CFR 982.503(c)(2)(B)(ii)). For any voucher unit assisted under the program, HACC must perform a rent reasonableness determination in accordance with the section 8(o) (10) of the U.S. Housing Act of 1937 and the HCV program regulations. HACC must maintain documentation that the PHA performed the required rent reasonableness analysis. In addition, the PHA must maintain documentation that that the unit has the feature(s) required to meet the needs of the person with disabilities.

11.6 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY

A. For the voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family unit size; or

2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area; the Housing Authority will use the appropriate payment standard for the exception rent area.

C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or

2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.7 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income

2. 30% of adjusted monthly income

3. Minimum rent

4. The welfare rent

Plus, any rent above the payment standard.

B Minimum Rent.

The minimum family contribution towards rent is the higher of $50 or 10 percent of monthly unadjusted income. If the $50 "minimum rent" amount is being used, families will be notified of their right to request a

minimum rent hardship exception, and the documentation required to verify the claim. If the request is denied, the family will be notified of their right to an informal hearing.

A hardship exception may be granted for the following reasons:

1. Family has lost eligibility or is awaiting eligibility determination for a federal, State or local assistance program.

2. Family will be evicted as a result of the imposition of the minimum rent requirement.

3. Family income has decreased because of changed circumstances, Including loss of employment.

4. Death in the family.

5. Other circumstances as determined by HACC.

If the financial hardship is temporary in nature, the $50 minimum rent may be suspended for up to 90 days. However, after the 90-day period is over, the family will be required to repay the suspended amount back to HACC. If the hardship is of longer duration, no repayment will be required.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. No merged voucher participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard

a. The payment standard is the lower of:

i. The payment standard amount for the appropriate family unit size; or

ii. The payment standard amount for the size of the

dwelling unit actually rented by the family.

b. During the HAP contract term, the payment standard for the family is the higher of:

i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or

ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

c. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

i. Paragraph (c)(i) of this section does not apply; and

ii. The new family unit size must be used to determine the payment standard.

1. HACC will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1 The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2 The space rent is the sum of the following as determined by the Housing Authority:

a. Rent to the owner for the manufactured home space;

b. Owner maintenance and management charges for the space; and

c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

Prorations of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 10, 1995, and who do not qualify for continued assistance must be offered prorated assistance. Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19,1995 by addition of an ineligible members are entitled to prorated assistance.

If a mixed family qualifies for prorated assistance but decides not to accept it or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. HACC will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, HACC will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.8 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

In accordance with 24 CFR 982.517, HACC will use the appropriate utility allowance for the lesser of the size of dwelling unit actually leased by the family or the voucher size issued, as determined by the PHA subsidy standards.

In cases where a reasonable accommodation has been provided to a family that includes a person with disabilities, the PHA must use the appropriate utility allowance for the size of the dwelling unit actually leased by the family. To ensure compliance with this provision, PHAs may employ ad hoc reports that are available through the Inventory Management System/Public and Indian Housing Information Center, as explained in Notice PIH 2014–25 (“Over Subsidization in the Housing Choice Voucher Program”).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant. Failure of a tenant to use the utility allowance to pay for utility services, as evidenced by delinquent payment and/or shut-off notices from a utility company, may subject the tenant to termination of assistance for misuse of funds, as described in section 14 of the administrative plan. The tenant will be responsible for repayment to the housing authority of any utility allowance that was not used to pay any unmet utility expenses.

11.9 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner.

11.10 CHANGE OF OWNERSHIP

HACC requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the HACC rent payment or the address as to where the rent payment should be sent.

In addition, HACC requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Deed of Trust showing the transfer of title; and

B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The HACC may withhold the rent payment until the taxpayer identification number is received.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

HACC will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least biennially, and at other times as needed, to determine if the units meet HQS.

The Housing Authority of Cochise County has the discretion to conduct unit inspections biennially rather than annually, the Housing Choice Voucher Program.

This flexibility is applicable only to periodic unit inspections conducted during the term of the assisted tenancy. Periodic inspections are those that HACC is required to conduct at least biennially, while a HCV participant is living in a unit. Periodic inspections do not include inspections conducted prior to the initial term of the lease or to interim inspections pursuant to 24 CFR §983.103(a) and (b).

The Housing Authority of Cochise County is exercising the discretion to continue with annual inspections. Biennial inspections will be conducted for:

- Units in properties that are already inspected annually under a local housing code enforcement program.
- Any unit that receives a "pass" score under HQS for two or more years in a row.
- Factors related to an owner's record of providing decent, safe, and sanitary housing.
- Distance may be taken into account. However, it will not be the only factor considered.

HACC may continue with annual inspections of any units not inspected annually under another program or any unit that had health and safety deficiencies during its previous HQS inspection.

Under any circumstance in which HACC is prohibited from relying on an alternative inspection method for a property, the HACC must promptly conduct an HQS inspection of all units occupied by voucher program participants, and follow HQS procedures to remedy any identified deficiencies, as required under the HQS inspection method.

Duty to inspect. Irrespective of the biennial/alternative inspection method provision, HACC has a duty to inspect a unit when a participant family or government official reports a condition that violates HQS. If the condition is life-threatening (i.e., the PHA would require the owner to make the repair within no more than 24 hours in accordance with § 982.404(a)(3)), then the PHA must inspect the unit within 24 hours of when the PHA receives the notification. If the condition is not life-threatening (i.e., the PHA would require the owner to make the repair within no more than 30 calendar days), then the PHA must inspect the unit within 15 days of when the PHA receives the notification. In the event of extraordinary circumstances, such as if a unit is within a presidentially declared disaster area or if a natural or manmade disaster makes inspection of a unit infeasible, HUD may waive the 24-hour or the 15-day inspection requirement until such time as an inspection can be made. In such circumstances, HACC must submit a waiver request to its local HUD field office, stating the regulation from which a waiver is requested and including an explanation of why it is needed.

HACC must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, HACC will only schedule one more inspection. If the family misses two inspections, HACC will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are seven types of inspections HACC will perform:

A. Initial Inspection - An inspection that must take place to ensure that the unit passes HQS before assistance can begin.

B. Annual or Biennial Inspection - Inspections to determine that the unit continues to meet HQS which are done on an annual or biennial basis.

C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.

E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.

G. Quality Control Inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

1. The owner must maintain the unit in accordance with HQS.

2. If the owner fails to maintain the dwelling unit in accordance with HQS, HACC will take prompt and vigorous action to enforce the owner obligations. HACC remedies for such breach of the HQS

include termination, abatement of or reduction of housing assistance payments and termination of the HAP contract.

3. HACC will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the HACC and the HACC verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any HACC approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, HACC may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:

a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear). "Normal wear and tear" are defined as items which could not be charged against the tenant's security deposit under state law or court practice.

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any HACC approved extension).

3. If the family has caused a breach of the HQS, HACC will take prompt and vigorous action to enforce the family obligations. HACC may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be

substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

c. The dwelling unit must have space for the storage, preparation, and serving of food.

d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

c. Dwelling unit windows that are accessible from the outside, such as a basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

e. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

b. The dwelling unit must not contain un-vented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources, so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire. Convenience outlet must be within 6 ft of sink in kitchens, bathrooms and laundry rooms. Exterior convenience outlets in garages, unfinished basesments.

2. Acceptability Criteria

a. There must be at least one window in the living room and in each sleeping room.

b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

   The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

   a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

   b. The roof must be structurally sound and weather tight.

   c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

   d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

   d. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

   The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

   a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

   b. There must be adequate air circulation in the dwelling unit.

   c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

   d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

a. The purpose of this paragraph of this Section is to implement

Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.

d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces with in the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

f. The requirements in this paragraph apply to:

   i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

   ii. The entrance and hallway providing access to a unit in a multi-unit building; and

iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:

i. Within the unit;

ii. The entrance and hallway providing access to a unit in a multi-unit building; and

iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

i. A defective paint surface shall be treated if the total area of defective paint on a component is:

(1) More than 10 square feet on an exterior wall;

(2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;

(3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high-pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

iv. During exterior treatment soil and playground equipment must be protected from contamination.

v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area

of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.

o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke and Carbon Monoxide Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the

requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA.

HACC will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, HACC has received HUD approval to require the following additional criteria:

A. In each room, there will be at least one exterior window that can be opened and that contains a screen.

B. Exterior doors must have screens for ventilation and to keep critters out.

C. Adequate cooling is required due to extremely high Arizona temperatures and shall be, at minimum, a working swamp cooler for the unit.

D. Adequate heat shall be considered to be 68 degrees.

E. If space heaters are to be installed in sleeping rooms, they should be Vented; Listed; equipped with safety shutoff device and the heater must have a label and the input rating must not exceed 30 BTU's per cubic foot of room/space in which the heater is installed.

F. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

G. A ¾" overflow pipe that meets code requirements must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

HACC will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 15 business days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify HACC to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, HACC will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, HACC will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.

2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.

3. Non-emergency items must be completed within 10 days of the initial inspection.

4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of HACC, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 30 days after the initial inspection date, HACC will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water

B. Utilities not in service

C. Inability to maintain adequate heat

D. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling.

E. Natural gas leak

F. Broken lock(s) on first floor doors or windows

G. Broken windows that unduly allow weather elements into the unit

H. Electrical outlet smoking or sparking

I. Exposed electrical wires which could result in shock or fire

J. Unusable toilet when only one toilet is present in the unit

K. Any condition that jeopardizes the security of the unit such as broken doors or windows that would allow intrusion

L. Other conditions which pose an immediate threat to health or safety such as heating and cooling

M. Obstacles that prevent safe entrance or exit from the unit.

N. Inoperable Smoke Detectors

12.7 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to

correct the deficiencies but has failed to do so within in the required time frame, the rent for the dwelling unit will be abated.

If the corrections of deficiencies are not made within the specified time frame, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, HACC will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

The Tenant is to be notified that their portion of the rent must still be paid to the landlord during any abatement period.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and time frames for correction of deficiencies as owners. If repairs are not completed by the deadline, HACC will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

13.0 RECERTIFICATION

13.1 ANNUAL REEXAMINATION

At least annually, HACC will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

HACC will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment with ten (10) business days advance notice. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, HACC will determine the family's annual income and will calculate their family share.

13.2 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATION

The new family share will generally be effective upon the anniversary date with 30

days' notice of any rent increase to the family.

If the rent the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

13.3 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in HACC taking action to terminate the family's assistance.

13.4 INTERIM REEXAMINATIONS

CHANGES TO REPORT

The TTP and Tenant Rent will remain in effect for the period between regularly scheduled reexaminations except in the circumstances below:

A. A person with income joins the family.

B. The tenant has misrepresented the facts upon which rent is based.

C. The income increases in families with zero income or unrealistically low income. Reexamination is scheduled every 60 days until income does to a realistic level.

D. Families whose annual income cannot be projected with any reasonable degree of accuracy. Reexaminations shall be not more than 90 days apart or less than every 30 days.

E. For families where an error was made at admission or reexamination. The family will not be charged retroactively for an error made by HACC staff.

F. Receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment, such as unemployment, or a deferral due to a dispute, such as back child support payments. Lump sum payments up to $1,000 will not have to be reported at the Interim

Adjustment. If the lump sum payment is $1,000 or over, a deduction will be made for HUD Allowable Legal Expenses incurred in seeking the award. Deferred payments of Social Security or SSI benefits are excluded from annual income.

G. Change in the contract rent after the first year of the lease.

H. Disabled families are eligible for a 12-month 100 percent earned income disregard and an additional 50 percent earned income disregard if the family member with disabilities meets the criteria of 24CFR 5.617.

I. Family members who are eligible for the benefit of earned income disregard (EID) is limited to 24 straight months. The final rule provides:
- Once a family member is determined to be eligible for the EID, the 24-calender month period starts;
- If the family member discontinues the employment that initially qualified the family for the EID, the 24-calendar month period continues;
- During the 24-calendar month, EID benefits are recalculated based on changes to family member income and employment.
- During the first 12-calendar month period, HACC must exclude all increased income from the qualifying employment of the family member. After the first 12-calendar month period, the PHA must exclude from annual income of the family at least 50 percent of any increase in income of such family member as a result of employment over the family member's income before the qualifying event (i.e., the family member's baseline income);
- The EID benefit is limited to a lifetime 24-month period for the qualifying family member.
- At the end of the 24 months, the EID ends regardless of how many months were "used."

FAMILIES ARE REQUIRED TO REPORT PERTINANT INFORMATION AS SOON AS POSSIBLE.

The tenant must request HACC's approval to add family members, except births, adoptions or court awarded custody. HACC will determine eligibility of new family members prior to adding the family member.

The family may report any of the following changes which could result in a decrease in the tenant's rent:

A. Decrease in income;

B. Increase in allowances or deductions.

Decreases in the tenant portion of the rent will be effective the first day of the month following the month in which the change occurs if reported in a timely manner.

Any other changes reported by tenants other than those listed above will not be processed between regularly scheduled annual recertifications.

VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

If the family is divided into two otherwise eligible families due to divorce, legal separation or other division of the family, HACC must determine which family should continue receiving the assistance.

The Voucher may be retained by either household if there is mutual consent. A court stipulated determination may also resolve which household retains the Voucher. Otherwise, HACC will be required to make the decision as to which family will retain the Voucher.

The following factors shall be considered in making the decision (no priority specified):

Which family has custody of dependent children;

To whom the Voucher was initially issued, if not jointly;

The composition of the new family units, and which family contains elderly or disabled members;

Which family remains in the unit;

Whether domestic violence is involved in the breakup; and

Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, HACC will terminate assistance on the basis of failure to provide information necessary for a recertification.

If the family breakup results in eligibility for a smaller sized Voucher, the family may be required to move to a smaller unit.

In cases where the family split is the result of having children and grandchildren in the home, the Voucher holder may request another Voucher for the mother and child(ren) in order for them to start living independently. The family leaving must have been a permanent part of the family of the original Voucher holder, and **not have joined the family within the past two years**. Since the departing family is already considered a participant of the Section 8 Program, there is no requirement to go on the waiting list.

HACC will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

13.5 EFFECTIVE DATE OF ALL OTHER RENT CHANGES

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

The Housing Authority of Cochise County must obtain third-party verification of all family assets upon admitting a family to the HCV and then again at least every 3 years thereafter. During the intervening annual reexaminations, HACC has the discretion under this provision to accept a family's declaration that it has total net assets equal to or less than $5,000, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then the PHA does not need to request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets. The family's declaration of total assets must show each asset and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to $5,000. The total amount of the expected income from assets will be the family's "final asset income," and must be entered in field 6j of Form HUD-50058.

HACC may obtain a family's declaration of assets under $5,000 at the family's next interim or annual reexamination following adoption of the provision in the Admin. Plan.

All family members 18 years of age and older sign the family's declaration of total assets. A family that knowingly submits false information is subject to a civil penalty, plus damages, under the False Claims Act (31 U.S.C. 3729).
Whenever a family member is added, HACC must obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, HACC must obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the $5,000 asset threshold. If the addition of that family member's assets does not put the family above the $5,000 asset threshold, then it

is not required to obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets is required at least every 3 years.

14.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE HOUSING AUTHORITY OF COCHISE COUNTY

HACC may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

A The family violates any family obligations under the program.

B. A family member fails to sign and submit consent forms.

C. The participant fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If HACC determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

D. Any member of the family has ever been evicted from federally assisted housing in the last five years or evicted from housing assisted under the program for a serious violation of the lease.

E. The Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.

F. Any member of the family commits drug-related criminal activity, or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents or persons residing in the immediate vicinity of the premises. Under 24 CFR 5.2005(c)(2), criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights, or assistance of the victim, if the tenant or affiliated individual of the tenant is the victim.

G. Any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

H. The family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

I. The family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

J. The family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

K. A family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

L. The family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

M. Any household member is subject to a lifetime registration requirement under a State sex offender registration program.

N. A household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the HACC to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

O. A family fails to use a provided utility allowance to pay its utility expenses, as evidenced by delinquent payment notices, shut-off notices, or the suspension of utility service for non-payment. The family will also be responsible for repayment of utility allowance up to the extent of any unpaid utility expenses intended to be met by that allowance.

P. If there is insufficient program funding. The PHA may terminate HAP contracts if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

HACC Policy:
The PHA will determine whether there is sufficient funding to pay for currently assisted families in accordance to 24 CFR 982.454. If the PHA determines there is a shortage of funding, prior to terminating any HAP contracts, the PHA will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the PHA will terminate HAP contracts as a last resort. Prior to terminating any HAP contracts, the PHA will inform the local HUD field office. The PHA will terminate the minimum number needed in order to reduce HAP costs to a level within the PHA's annual budget authority.

If the PHA must terminate HAP contracts due to insufficient funding, the PHA will do so in accordance with the following criteria and instructions:

The PHA will terminate contracts starting with Category 1 families. The PHA will only move to the next category when there are no families remaining in the current category and more HAP contract terminations are necessary.

Category 1: Families who have committed program fraud or abuse within the past 6 months.

Within each group below, the PHA will terminate HAP contracts according to the date the PHA first notified the family of the debt, starting with the most recent. If more than one family received notice on the same day, the PHA will rank the notices for that date using a random method.

First, the PHA will terminate families who owe the PHA money but are not yet under repayment agreement.

Second, the PHA will terminate families who owe the PHA money but are under repayment agreement but have made at least one late payment.

Third, the PHA will terminate families who owe the PHA money, are under repayment agreement, and have made all payments in accordance with the repayment agreement.

Category 2: Families who committed program fraud or abuse 6-12 months ago.

Terminations based on issues unrelated to family behavior:

First in, first out. Under this option, the PHA would terminate families according to the date of the family's admission to the program, starting with those who have been receiving assistance the longest amount of time, or the first ones to enter the program, except for elderly or disabled families. The PHA would select families for termination in the following order:

i. Non-elderly, non-disabled, single member families.
ii. Non-elderly, non-disabled families, with no children under the age of 18.
iii. Non-elderly, non-disabled families with children under the age of 18.
iv. Elderly and disabled families.

Notice of Termination of Assistance

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written notice which states:

- The reason(s) for the proposed termination
- The effective date of the proposed termination
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The date by which a request for an informal hearing must be received by the PHA.

If the PHA proposes to terminate assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant with a copy of the criminal record.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Under VAWA, persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by HACC:

1. An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will **not** be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall **not** be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

2. HACC may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or other without terminating the assistance or evicting victimized lawful occupants.

3. HACC may honor court orders regarding the rights of access or control of the property, including EPO's, DVO's, and other orders issued to protect the victim and disused to address the distribution or possession or property among household members where the family "breaks up".

4. There is no limitation on the ability of HACC to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

5. There is no prohibition on HACC terminating assistance if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) assistance is not terminated."

6. Any protections provided by law which give greater protection to the

victims are not superseded by these provisions.

7. HACC may require certification by the victim of victim status on such Forms as HACC and/or HUD shall prescribe or approve.

15.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

15.1 COMPLAINTS

HACC will investigate and respond to complaints by participant families, owners, and the general public. HACC may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

15.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

HACC will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the HACC decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

HACC will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Cochise County HA subsidy standards.

2. A HACC determination not to approve an extension or suspension of a voucher term.

3. A HACC determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A HACC determination that a unit selected by the applicant is not in compliance with HQS.

5. A HACC determination that the unit is not in accordance with HQS

because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by the HACC.

C. Informal Review Process

HACC will give an applicant an opportunity for an informal review of HACC decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by HACC other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to a HACC decision.

3. HACC will notify the applicant of their decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members (inclusive of head of household and/or spouse) who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons HACC will consider documented evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that HACC provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

15.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. HACC will give a participant family an opportunity for an informal hearing to consider whether the following HACC decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and HACC policies:

a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HACC utility allowance schedule.

c. A determination of the family unit size under HACC subsidy standards.

d. A determination that a family is residing in a unit with a

larger number of bedrooms than appropriate for the family unit size under the HACC subsidy standards, or HACC determination to deny the family's request for an exception from the standards.

e. A determination to terminate assistance for a participant family because of the family's action or failure to act.

f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the HACC policy and HUD rules. **(See Section 2.3 Obligations of Participant)**

2. In cases described in paragraphs 15.3(A)(1)(d), (e), and (f), of this Section, HACC will give the opportunity for an informal hearing before HACC terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

HACC will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by HACC.

2. General policy issues or class grievances.

3. Establishment of HACC schedule of utility allowances for families in the program.

4. A HACC determination not to approve an extension or suspension of a voucher term.

5. A HACC determination not to approve a unit or lease.

6. A HACC determination that an assisted unit is not in compliance with HQS. (However, HACC will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)

7. A HACC determination that the unit is not in accordance with HQS because of the family size.

8. A determination by HACC to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 15.3(A)(1)(a), (b), and (c), of this Section, HACC will notify the family that the family may ask for an explanation of the basis of a HACC determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, HACC will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

b. State that if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.
c. Promptness required. An extension will not be granted if more than 15 minutes late.

D. Hearing Procedures

HACC and participants will adhere to the following procedures:

1. Discovery

   a. The family will be given the opportunity to examine48 hours before the hearing any HACC documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If HACC does not make the document(s) available for examination on request of the family 48 hours prior to the hearing, HACC may not rely on the document at the hearing.

   b. HACC will be given the opportunity to examine, at the HACC offices 48 hours before the hearing, any family documents that are directly relevant to the hearing. HACC will be allowed to copy any such document at HACC expense. If the family does not make the document(s) available for examination on request of HACC, the family may not rely on the document at the hearing.

      Note: The term **document** includes records and regulations.

2. Representation of the Family

   At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

a. The hearing will be conducted by any person or persons designated by HACC, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with HACC hearing procedures.

4. Evidence

HACC and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 10 business days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

HACC is not bound by a hearing decision:

a. Concerning a matter for which HACC is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under HACC hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If HACC determines that it is not bound by a hearing decision, HACC will notify the family within 10 business days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects

of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the HACC will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that HACC provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

16.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both at the end of term. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by HACC. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to HACC after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner.

a. The owner may terminate the lease during its term on the following grounds:

i. Serious or repeated violations of the terms or conditions of the lease;

ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

iv. Any drug-related criminal activity on or near the premises;

v. Other good cause. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;
(2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give HACC a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

B. Termination of the Contract

1. Automatic termination of the Contract

a. If HACC terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by HACC

The Housing Authority may terminate the HAP contract because:

a. The Housing Authority has terminated assistance to the family.

b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

c. The unit is larger than appropriate for the family size or composition under the Program.

d. When the family breaks up and HACC determines that the family members who move from the unit will continue to receive the assistance.

e. HACC determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

f. The owner has breached the contract in any of the following ways:

i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

17.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 Program, HACC will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for a program the size of this housing authority.

18.0 PROCEDURES FOR DAILY PRACTICE ARE IN ACCORDANCE WITH INDUSTRY STANDARDS AND ARE MAINTAINED SEPARATELY.

19.0 REVISION OF ADMINISTRATIVE PLAN

(Revision of Administrative Plan Resulting from Changes in Local, State, or Federal Law or Regulation)

The provisions of this plan are based upon local, state and Federal law and regulation. Should any applicable law or regulation change, this plan will be deemed to be automatically revised. To the extent that the change is mandatory (i.e., allowing no Housing Authority discretion), the text of the Plan shall be revised without requirement for administrative processing.

20.0 CODE OF CONDUCT

PURPOSE

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of the Housing Authority of Cochise County. This Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

PROCUREMENT STANDARDS

Grantees and sub grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

i. The employee, officer or agent,

ii. Any member of his immediate family,

iii. His or her partner, or

iv. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither the Housing Authority of Cochise County nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with the Housing Authority of Cochise County or for one year thereafter:

A. Any present or former member or officer of the Housing Authority (except a participant commissioner);

B. Any employee of the Housing Authority or any contractor, subcontractor or

agent of the Housing Authority who formulates policy or who influences decisions with respect to the programs;

C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the Housing Authority of Cochise County 's programs; or

D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to the Housing Authority and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of the Housing Authority of Cochise County for good cause.

1. No employee, officer or agent of this Authority shall participate in selection, or in the award or administration of a contract supported by U. S. Federal funds if a conflict of interest would be involved.
Such a conflict would arise when the employee, officer, or agent, any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
2. An employee, officer or agent of this corporation shall be careful to ensure that s/he is involved in no apparent or potential violations of this provision.

GIFTS
1. This Authority's officers, employees or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.
Depending upon the circumstances, exceptions to this provision may be granted only in situations where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.
2. An employee, officer or agent of this Authority shall be careful to ensure that s/he is involved in no apparent or potential violations of this provision.

ADMINISTRATION
1. Any employee, officer or agent of this corporation should report violations of this Code of Conduct to his/her supervisor, or to the Executive Director.
2. There will be no retaliation against any party who makes a good faith complaint concerning violations of this Code of Conduct; regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.
3. All corporation supervisors have a responsibility to be sensitive to and deal with violations of this Code of Conduct. This responsibility includes monitoring all relevant work activities and contacting a higher

level supervisor or the Executive Director, if it is reasonably believed that a violation of the Code of Conduct has occurred. Any such report shall be investigated regardless of whether a formal complaint has been made.

PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of $25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the Housing Authority of Cochise County's Personnel Policy. Any employee, officer, or agent of this Authority determined to have a committed a violation of this Code of Conduct shall be subject to disciplinary action, ranging from oral and written warnings, up to and including suspension and / or discharge.

DISSEMINATION

Any employee, officer or agent of this corporation shall be informed of this Code of Conduct when this code is adopted, and/or when s/he is initially retained by the Corporation, and on an annual basis thereafter.

21.0 STEPS TO BE TAKEN TO REDUCE VOUCHER PROGRAM COSTS

In accordance with HUD Notice PIH 2005-9 (HA), the housing authority always reserves the ability to take action as described in this section to reduce program costs within the amount budgeted for the calendar year, and/or to maximize the number of vouchers it can fund within its budget and baseline number of units. Under such circumstances, these actions take precedence over other applicable policies and procedures described in this plan.

Based on the 2005 Appropriations Act Conference Report language, as well as existing authority under the voucher program regulations at 24 CFR Part 982, possible housing authority cost-saving actions are described below, by topic. Some of these actions are necessary just to ensure compliance with program requirements (e.g., ensuring that owner rents are reasonable) and should be taken by the housing authority, irrespective of whether the housing authority is experiencing financial difficulties.

Payment Standards

The housing authority may opt to lower payment standards. In the tenant-based rental voucher program, a lower payment standard applies immediately to all new admissions, all movers, and stayers with a new HAP contract (e.g., when the owner offers or requires a new lease). For all other tenant-based rental voucher participants, decreased payment standard amounts are not applied until the second regular reexamination after the payment standard is lowered. The delayed applicability of a lower payment standard is a regulatory, not statutory, requirement. The housing authority retains the right to submit a request to HUD to waive this requirement, for good cause.

The housing authority requests to approve payment standards below 90 percent of the Fair Market Rent may be approved by the HUD field office. However, §982.503(d) states that HUD will not approve such payment standard amounts if the family share for more than 40 percent of voucher participants exceeds 30 percent of monthly adjusted income. This is a regulatory, not statutory, requirement. If the housing authority is experiencing financial difficulties, it retains the ability to submit a request to HUD to waive this requirement for good cause.

The housing authority regulatory waiver requests concerning payment standards must provide justification for the waiver. For example, the housing authority may have insufficient funding to continue to assist current participants within the funding amounts at current payment standards. In such a situation, the housing authority may be required to more quickly impose lower payment standards in order to maintain an appropriate level of service. The waiver requests should, at a minimum, include the calculation the housing authority used to arrive at the projected shortfall in funding, after factoring in anticipated turnover of vouchers, as well as any cost savings measures the housing authority has already taken or will take in the future. In addition, the housing authority must include the actions it has taken to protect “at risk” families, the current rent burden to families prior to the implementation of the lower payment standard, and an affirmative statement that the implementation of the waiver will allow the housing authority to manage its programs within its budgetary allocation.

Utility Allowances

The PHA may review utility allowances to determine if they are too high. Changes in utility allowances may be implemented immediately, but not later than the next regularly scheduled reexamination of family income.

Section 982.517(c) of the voucher regulations requires the housing authority to revise utility allowances whenever there is a utility rate increase of ten percent or more. This is a regulatory, not statutory, requirement. If experiencing financial difficulties, the housing authority retains the ability to submit a request to HUD to waive this requirement, for good cause.

Portability and Moves

The housing authority may opt to deny portability moves, and moves within its jurisdiction, if the housing authority does not have sufficient funds under its

calendar year budget to subsidize families that move to a higher cost area or unit. "Higher cost area" is defined as an area where a higher subsidy amount will be paid for a family because of higher payment standard amounts or "more generous" subsidy standards (e.g., the receiving PHA issues a 3-bedroom voucher to a family that received a 2-bedroom voucher from the initial PHA). This is a denial to move for insufficient funding under §982.314(e)(1). In such cases, the housing authority must determine that based on its current funding level, it has insufficient funds to pay for higher subsidy amounts for families wishing to move to more expensive areas or units. Note also that in the case of portability moves, the housing authority will contact the receiving PHA and confirm that the receiving PHA will not absorb the family. If the receiving PHA is willing to absorb, there are no grounds to deny the portability move under §982.314(e)(1). No regulatory waiver is necessary to impose such portability and moving restrictions.

Ensuring Reasonable Rents

The housing authority does not have to wait until the Housing Assistance Payments (HAP) contract anniversary date to review owner rents and reduce them if warranted. It must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units in accordance with the regulations at §982.507(b) and the HAP contract. The housing authority should ensure that owner rents do not exceed the amount being charged by the owner for unassisted units in the same building or complex. The initial rent and all rent increases must comply with any State or local rent control limits. Further, any owner leasing promotions for unassisted tenants (e.g., the initial 2 months of occupancy are "rent free") must be taken into consideration in determining rent reasonableness.

The housing authority will provide written notice, in accordance with the HAP contract, to the owner before reducing unreasonable rents. Rents may be reduced as early as the first of the following month. If the rent to owner is not reasonable as most recently determined by the housing authority, the owner must reduce the rent to the reasonable amount or the HAP contract must be terminated. In such cases, the family will be issued a voucher to find a new unit, and any lower payment standard or correction to the family unit size would be applicable immediately.

Even if an owner's rent is reasonable, the housing authority can request the owner to voluntarily agree to a temporary rent reduction or defer a rent increase to avoid termination of family assistance and HAP contract termination. It is the owner's option to agree to such measures.

Termination of Assistance Due to Insufficient Funding

The housing authority may terminate HAP contracts, in accordance with HUD requirements, if it determines that "funding under the consolidated ACC is insufficient to support continued assistance for families in the program" (§982.454). Such action will be conducted according to termination policies within its administrative plan. These policies will describe how the housing authority will determine which HAP contracts will be terminated. Any policies concerning the resumption of assistance for impacted families will also be included in the

administrative plan.

Before terminating HAP contracts on the basis of insufficient funding, the housing authority will ensure that the determination of such fact is documented.

Voucher Issuance
The housing authority always retains the ability to stop issuing vouchers or pull back, or void, outstanding vouchers for applicants searching for housing (that have not yet resulted in an executed HAP contract). All applicants who have their vouchers voided will be returned to the waiting list at the same position they occupied when the voucher was issued.

Subsidy Standards
The housing authority retains the ability revise subsidy standards to reduce bedroom size eligibility. A subsidy standard of two persons per bedroom, regardless of sex or age, is acceptable. An efficiency subsidy standard (0-bedroom unit) for single person households is acceptable. If a family leases a unit larger than the unit size on the voucher, the housing authority will ensure that the payment standard is based on the lower of the voucher unit size or the actual unit size leased. If the family size is reduced after admission, it will ensure that the correct the payment standard is used. An "empty nester" single individual living in a 3-bedroom unit should have a 0- or 1-bedroom payment standard, not a 3-bedroom payment standard. If the unit size for which the family is eligible changes during the term of the HAP contract, the "new" unit size is applicable at the first regular reexamination following the change (§982.505(b)(5)).

Family Income Matching/Verification and Other Anti-Fraud Efforts
The housing authority may accelerate efforts concerning income matching and income verification. It may notify families that enforcement action can be taken where underreporting of income is discovered.

Interim Reexaminations
The housing authority requires families to report all changes in household income and makeup between reexaminations, within 10 days of the effective date of the change, and it may conduct more frequent interim reviews at its discretion. For families reporting no income, income reviews which will be done at least every three months.

22.0 VIOLENCE AGAINST WOMEN ACT(VAWA) POLICY

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L.109-162) and more generally to set forth by the Housing Authority of Cochise County policies and procedures regarding domestic violence, dating violence, sexual assault, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the Housing Authority of Cochise County of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C.§1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, sexual assault, or stalking as well as female victims of such violence.

- VAWA 2013 expands housing protections to victims of sexual assault. The current regulatory language at 24 CFR part 5, subpart L describes protections for "victims of domestic violence, dating violence, sexual assault, and stalking," but effective March 7, 2013 (the date VAWA 2013 was signed into law) these protections were expanded to include victims of sexual assault.
- VAWA 2013 expands protections relating to the prohibition of terminating assistance because of criminal activity directly related to domestic violence, dating violence, sexual assault, and stalking (currently at 24 CFR 5.2005(c)(2)) by replacing term "immediate family member" with "affiliated individual." VAWA 2013 provides that criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or affiliated individual of the tenant is the victim or threatened victim of domestic violence, dating violence, sexual assault, and stalking. VAWA 2013 defines "affiliated individual," with respect to an individual, as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that that individual stands in loco parentis (in the place of a parent), or any individual, tenant, or lawful occupant living in the household of that individual.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

A. Maintaining compliance with all applicable legal requirements imposed by VAWA;

B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault, and stalking who are assisted by the Housing Authority of Cochise County;

C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, sexual assault, and stalking;

D. Creating and maintaining collaborative arrangements between the Housing

Authority of Cochise County, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, sexual assault, and stalking, who are assisted by the Housing Authority of Cochise County; and

E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, and stalking, affecting individuals assisted by the Housing Authority of Cochise County.

III. Other Housing Authority of Cochise County Policies and Procedures

This Policy shall be referenced in and attached to the Housing Authority of Cochise County's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of the Housing Authority of Cochise County's Admissions and Continued Occupancy Policy and the Housing Authority of Cochise County's Section 8 Administrative Plan. The Housing Authority of Cochise County's annual public housing agency plan shall also contain information concerning the Housing Authority of Cochise County's activities, services or programs relating to domestic violence, dating violence, sexual assault, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the Housing Authority of Cochise County, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

B. *Dating Violence* – means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

F. *Affiliated Individual*-means with respect to an individual, as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis (in the place of a parent), or any individual, tenant, or lawful occupant living in the household of that individual.

V. Admissions and Screening

A. *Non-Denial of Assistance*. The Housing Authority of Cochise County will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, and stalking, provided that such person is otherwise qualified for such admission.

B. *Mitigation of Disqualifying Information*. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, the Housing Authority of Cochise County, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, the Housing Authority of Cochise County shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. The Housing Authority of Cochise County will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. Termination of Tenancy or Assistance

A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by the Housing Authority of Cochise County:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by the Housing Authority of Cochise County as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an affiliated individual is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

(a) Nothing contained in this paragraph shall limit any otherwise available authority of the Housing Authority of Cochise County or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither the Housing Authority of Cochise County nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authority of the Housing Authority of Cochise County or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or the Housing Authority of Cochise County, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator*. Further, notwithstanding anything in paragraph VI.A.2. or
Federal, State or local law to the contrary, the Housing Authority of Cochise

County or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the Housing Authority of Cochise County. Leases used for all public housing operated by the Housing Authority of Cochise County and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by the Housing Authority of Cochise County, shall contain provisions setting forth the substance of this paragraph.

- VAWA 2013 expands the protections regarding lease bifurcations (currently at 24 CFR 5.2009(a)) by:
    - Changing the language regarding the violent acts ("criminal acts of physical violence against family members or others" becomes "criminal activity directly relating to domestic violence, dating violence, sexual assault, and stalking against an affiliated individual or other individual"), and
    - Mandating that if such bifurcation occurs, and the removed tenant or lawful occupant was the sole tenant eligible to receive assistance under a covered housing program, the PHA shall provide any remaining tenant the opportunity to establish eligibility for the covered housing program. If the remaining tenant cannot establish eligibility, HACC is required to provide the tenant a reasonable program. HUD will provide through rule making or guidance, as may be applicable, what constitutes a reasonable time for remaining tenants to find new housing or establish eligibility under another HUD covered housing program. HACC will not be able to implement this provision until HUD provides such rulemaking or guidance. HUD specifically solicits comment on that period that would be reasonable to find new housing or establish eligibility under another HUD covered housing program.

VII. Verification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

A. *Requirement for Verification.* The law allows, but does not require, the Housing Authority of Cochise County or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, and stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., the Housing Authority of Cochise County shall require verification in all cases where an

individual claims protection against an action involving such individual proposed to be taken by the Housing Authority of Cochise County. Section 8 owners or managers receiving rental assistance administered by the Housing Authority of Cochise County may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to the Housing Authority of Cochise County or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to the Housing Authority of Cochise County or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, and stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy.

The victim of the incident or incidents of domestic violence, dating violence, sexual assault, and stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to the Housing Authority of Cochise County or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

- VAWA 2013 expands the forms of documentation that a victim may provide. Specifically, VAWA 2013 provides that the forms of documentation a victim may provide (currently at 24 CFR 5.2007(b) (2) -(3) and listed on the form HUD-50066) also include a record of an administrative agency, and documentation from a mental health professional. Additionally, VAWA 2013 provides that the

victim is required to provide the name of the perpetrator on the HUD-50066 only if the name of the perpetrator is safe to provide and is known to the victim.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, and stalking, and who is requested by the Housing Authority of Cochise County, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement*. The Executive Director of the Housing Authority of Cochise County, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault and stalking) provided to the Housing Authority of Cochise County or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing and tenants participating in the
Section 8 rental assistance program administered by the Housing Authority of Cochise County shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

C. *Security.* All information pertaining to the fact that an individual is a victim of domestic violence, dating violence, sexual assault, and stalking shall be maintained separately and securely by the Resident Services Department unless such information is subject to the disclosure exceptions noted in this section.

IX. Transfer to New Residence

A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, sexual assault, and stalking, the Housing Authority of Cochise County will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. *Action on applications.* The Housing Authority of Cochise County will act upon such an application promptly.

C. *No right to transfer.* The Housing Authority of Cochise County will make every effort to accommodate requests for transfer when suitable alternative vacant units are available, and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of the Housing Authority of Cochise County, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. *Family rent obligations*. If a family occupying the Housing Authority of Cochise County public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by the Housing Authority of Cochise County. In cases where the Housing Authority of Cochise County determines that the family's decision to move was reasonable under the circumstances, the Housing Authority of Cochise County may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

E. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has

been the victim of domestic violence dating violence, sexual assault, and stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

- VAWA 2013 expands the housing protection from VAWA 2005 to extend to the following new housing programs, including two that are not administered by HUD:
    - HOME Investment Partnership Program
    - Section 202 Supportive Housing for the Elderly
    - Section 236 Rental Program
    - Section 811 Supportive Housing for People with Disabilities
    - Section 221(d)(3) Below Market Interest Rate (BMIR) Program
    - HOPWA Housing Program
    - HUD's McKinney-Vento homeless programs
    - Low-Income Housing Tax Credit properties (Department of Treasury)
    - USDA Rural Housing properties (Department of Agriculture)

X. Court Orders/Family Break-up

A. *Court orders*. It is the Housing Authority of Cochise County's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the Housing Authority of Cochise County and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up*. Other the Housing Authority of Cochise County policies regarding family break-up are contained in the Housing Authority of Cochise County's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

XI. Relationships with Service Providers

It is the policy of the Housing Authority of Cochise County to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If the Housing Authority of Cochise County staff becomes aware that an individual assisted by the Housing Authority of Cochise County is a victim of domestic violence, dating violence, sexual assault, and stalking, the Housing Authority of Cochise County will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring the Housing Authority of Cochise County either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. The Housing Authority of Cochise County's annual public housing agency plan shall describe providers of shelter or

services to victims of domestic violence with which the Housing Authority of Cochise County has referral or other cooperative relationships.

XII. Notification

The Housing Authority of Cochise County shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance at time of initial lease-up and at each annual recertification. The full policy and required forms will also be made available on the Housing Authority of Cochise County's website.

- VAWA 2013 expands the notification requirements (currently at 24 CFR 5.2005(a)(1)) to require that HACC provide the notice when a person is denied assistance, when a person is admitted, and when a tenant is notified of eviction or termination of housing benefits, and to require that the notice be provided together with form HUD-50066.

XIII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault, or stalking.

XIV. Violence Against Women Act (VAWA) Self-Petitioner Verification Procedures

Purpose. In accordance with PIH 2017-02 (HA) the procedures that public housing agencies (PHAs) must follow when an applicant or resident/tenant requests admission or continued residency as a result of being a VAWA self-petitioner. VAWA self-petitioners are those who claim to be victims of "battery or extreme cruelty." VAWA covers the following types of battery or extreme cruelty: domestic violence, dating violence, sexual assault, and stalking.

Applicability. PIH 2017-02 (HA) applies to public housing, housing choice voucher assistance (including project-based vouchers), and Section 8 Mod Rehab.

Background. VAWA was originally signed into law in 1994 and was most recently reauthorized in 2013. HUD issued implementing regulations for the most recent reauthorization in late 2016 (81 FR 87812). Prior to VAWA, non-citizen victims of covered crimes were dependent on the good will of their abusers to obtain the authorized immigration status necessary to receive assisted housing. Section 214 of the Housing and Community Development Act of 1980 states that HUD may not allow financial assistance to ineligible non-citizens, but assistance must not be denied while verifying immigration status.

HUD has determined that self-petitioners can indicate that they are in "satisfactory immigration status" when applying for assistance or continued

assistance from Section 214-covered housing providers. "Satisfactory immigration status" means an immigration status which does not make the individual ineligible for financial assistance. After verifying such
1 See HUD memorandum "Eligibility of Battered Noncitizen Self-Petitioners for Financial Assistance Under Section 214 of the Housing and Community Development Act of 1980," dated December 15, 2016 (available at http://library.niwap.org/wp-content/uploads/Eligibility-of-VAWA-Self-Petitioners-2016-12-14.pdf) 2 immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, the Housing Authority of Cochise County will make a final determination as to the self-petitioner's eligibility for assistance.

Applicability to other VAWA Housing Protections. Not every noncitizen victim who has been subjected to battery or extreme cruelty will qualify under these procedures. In order to qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. citizen or LPR. PHAs may receive a petition at any time, but submissions will most likely be related to a request for VAWA protections pursuant to 24 CFR Part 5 Subpart L (e.g. with a request for an emergency transfer or family breakup resulting from domestic violence, dating violence, sexual assault, or stalking). See PIH 2016-09. Once HACC receives a self-petition (INS Form I-360 or I-130) or INS Form 797, it is prohibited from requesting any additional information from the VAWA self-petitioner, other than what is required below to complete the verification.

Procedure. When the Housing Authority of Cochise County receives a self-petition or INS Form 797 Notice of Action, HACC must initiate verification in the SAVE System:

1. Enter self-petitioner name, alien ID number, and date of birth in the SAVE System. The system will provide one of the following responses:

   - If the SAVE system responds with a match, no further action is necessary at this time. Skip to step 3.
   - If the SAVE system responds, "no match," the PHA must complete the following additional steps. Continue to step 2.

2. Push the button for "Institute Additional Verification." In the next screen, in the memo field, type "verify VAWA self-petition." If the documentation provided by the applicant is a form I-130, type in the memo field "verify I-130." Upload one of the following documents from applicant:

   - I-360 VAWA Self-Petition
   - I-130 Family-Based Visa Petition

 I-797 Notice of Action

Steps undertaken by DHS:
- o receipt of I-130 or I-360
- o prima facie determination
- o approval of self-petition

3. Wait for a final determination from the SAVE System. You will receive one of two confirmations:

(1) the VAWA self-petition is verified, in which case the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested or collected;

(2) the I-130 is verified, in which case the petitioner submitting 3 a family-based visa petition must provide to the PHA any evidence of "battery or extreme cruelty." See 8 USC 1154(a)(1)(J). Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR status is made. If the final determination is to deny the VAWA self-petition or LPR petition, the PHA must alert the petitioner and take actions to terminate voucher assistance or evict the petitioner from public housing in accordance with the existing public housing requirements.

XV. Amendment

This policy may be amended from time to time by the Housing Authority of Cochise County as approved by the Cochise County Board of Supervisors.

This policy was adopted by the Housing Authority of Cochise County Board of Commissioners at their September 21, 2009 Regular Meeting.

23.0 REPAYMENT POLICY

Owner Debts to the PHA

Any amount due to the PHA by an owner must be repaid by the owner with 30 days of the PHA determination of the debt.

If the owner is not entitled to future HAP payments, the PHA will offer to enter into a repayment agreement in accordance with the policies below.

If the owner refuses to repay the debt, enter into a repayment agreement, or reaches a repayment agreement, the PHA will ban the owner from future participation in the program and pursue other modes of collection.

Family Debts to the PHA

Any amount due to the PHA by an HCV participant must be repaid by the family. If the family is unable to repay the debt within 30 days, the PHA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate the assistance upon notification to the family and pursue other modes of collection.

Repayment Agreement [24 CFR 792.103]

The term *repayment* agreement refers to a formal document signed by a tenant or owner and provided to the PHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

Repayment Agreement Guidelines

Payment Thresholds

Amounts between $3,000 and the Federal or State threshold for criminal prosecution must be repaid with 36 months.

Amounts between $2,000 and $2,999 must be repaid within 30 months.

Amounts between $1,000 and $1,999 must be repaid within 24 months.

Amounts under $1,000 must be repaid within 12 months.

Execution of the Agreement

The head of household and spouse/co-head (if applicable) must sign the repayment agreement.

Due Dates

All payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

Non-Payment

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the PHA, the PHA will send the family a delinquency notice giving the family 10 business days to make the late payment.

If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the PHA will terminate assistance upon written notification to the family.

If a family receives 3 delinquency notices for unexcused late payments in a 12 months period, the repayment agreement will be considered in default, and the PHA will terminate assistance upon written notification to the family.

No Offer of Repayment Agreement

The PHA will not enter into a repayment agreement if there is already a repayment agreement in place with the family or owner, or the amounts owed by the family or owner exceed the Federal or State threshold for criminal prosecution.

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets:see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts

are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Chronically Homeless: In general, a chronically homeless person is an unaccompanied disabled individual who has been continuously homeless for over one year.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the

family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Domestic Violence: The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by the person who is cohabiting with or has cohabited with the victim as a spouse, by the person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

Dating Violence: Violence committed by a person:

A. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
B. where the existence of such a relationship shall be determined based on a consideration of the following factors:
    1. The length of the relationship.
    2. The type of relationship.
    3. The frequency of interaction between the persons involved in the Relationship.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster

declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.*)*.

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to**:**

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;

c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that Housing Authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is attending school or vocational training on a full-time basis.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease,

and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Affiliated individual – means, with respect to a person –

A. a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
B. any other person living in the household of that person and related to that person by blood or marriage.

Imputed income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

a. Is determined to be essential to the care and well- being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or

b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different

sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family]: A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

A. Has a disability as defined in 42 U.S.C. 423

B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Perpetrator: Means person who commits an act of domestic violence, dating violence, Or stalking against a victim.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity:

A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882),

responsible entity means the PHA administering the program under an ACC with HUD;

B. For all other Section 8 programs, responsible entity means the Section project owner.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

Special housing types: Special housing types include SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction:

A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
   1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

   2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

   3. because a family member has not complied with other welfare

agency requirements.

Stalking:

A. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
B. in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:
    1. that person;
    2. a member of the immediate family of that person; or
    3. the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

(1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)

(2) Documentation, such as a copy of a birth certificate or bank statement

(3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the

median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC Annual Contributions Contract

CACC Consolidated Annual Contributions Contract

CFR Code of Federal Regulations

FMR Fair Market Rent

FSS Family Self Sufficiency (program)

HACC Housing Authority of Cochise County

HAP Housing Assistance Payment

HCV Housing Choice Voucher

HCDA Housing and Community Development Act

HOPWA Housing Opportunities for Persons With AIDS

HQS Housing Quality Standards

HUD Department of Housing and Urban Development

HUD-VASH HUD Veterans Affairs Supportive Housing

INS (U.S.) Immigration and Naturalization Service

NAHA (Cranston-Gonzalez) National Affordable Housing Act

NOFA Notice of Funding Availability

O/A Operators/Agents

OMB (U.S.) Office of Management and Budget

PBC Project-Based Certificate (program)

PHA Public Housing Agency

QHWRA Quality Housing and Work Responsibility Act of 1998

PHA Public Housing Agency

TTP Total Tenant Payment

VAMC Veterans Affairs Medical Center

VASH Veterans Affairs Support Housing

VAWA Violence Against Women Act

ADA Americans with Disabilities Act

SAAF Southern Arizona AIDS Foundation

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan *(All PHAs)*

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, _____, the _____
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

_____
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of Impediments (AI) to Fair Housing Choice of the

_____
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date

Cochise County
Housing Authority

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

ANITA BACA
Executive Director

Resident Advisory Board Meeting
January 29, 2020
2 PM
Foothills Small Conference Room
4001 N. Foothills
Sierra Vista, Arizona 85635

I. Call to Order

II. Introduction of Attendees

III. Review of Administrative and Five-year Plans

IV. Comments

V. Challenged Elements

VI. Adjournment

1415 Melody Lane, Building A
Bisbee, Arizona 85603
520-432-8880
520-432-8890 fax
520-432-8360 TTD
housing@cochise.az.gov

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ANITA BACA
Executive Director

Resident Advisory Board Meeting
January 29, 2020
2 PM
Foothills Small Conference Room
4001 N. Foothills
Sierra Vista, Arizona 85635

I. Call to Order
   a. Resident Advisory Meeting called to order at 2:00 PM

II. Introduction of Attendees
   a. Two participant members were in attendance.

III. Review of Administrative and Five-year Plans

IV. Comments

One participant asked if Family Self-Sufficiency is offered to participants of the HOPWA program. It is only available to HUD-VASH and Housing Choice Voucher participants because of the funding source.

Both participants commented on the Veteran's Preference. Although HUD-VASH is offered through the Housing Authority of Cochise County, this preference is good for people who served in the military but don't find themselves in danger of being homeless or becoming homeless. It is a good way to support Veterans.

Both participants felt there should be a time frame on the Victim of Domestic Violence and Involuntary Displacement preferences and that the time frames were reasonable.

Both participants were in favor of all the changes made to the Administrative Plan and had nothing additional to add to the changes.

V. Challenged Elements
   a. Nothing was challenged.

VI. Adjournment
   a. Meeting adjourned at 3:00 PM

1415 Melody Lane, Building A
Bisbee, Arizona 85603
520-432-8880
520-432-8890 fax
520-432-8360 TTD
housing@cochise.az.gov

RESOLUTION 20-___

RESOLUTION FOR ADOPTING THE AZ034
THE 5-YEAR PLAN AND SECTION 8 HOUSING CHOICE VOUCHER ADMINISTRATIVE PLANS FOR FISCAL YEAR 2020

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires the Housing Authority of Cochise County (HACC) to submit a 5-Year Plan and prepare an Administrative Plan, and

WHEREAS, HACC has prepared AZ034 Annual Plan in accordance with all HUD regulations and requirements, and has prepared an Administrative Plan for Fiscal Year 2020, and

WHEREAS, the AZ034 Annual Plan and Administrative Plan have been properly posted and an appropriate public hearing has been held,

NOW, THEREFORE, BE IT RESOLVED: That the Cochise County Board of Supervisors approves the Annual and Administrative Plans for Fiscal Year 2020.

PASSED AND ADOPTED by the Cochise County Board of Supervisor this 7th day of April 2020.

_____
Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

_____
Kim Lemons, CPCC
Clerk of the Board

APPROVED AS TO FORM:

_____
Sara L. Dent
Civil Deputy County Attorney

Action 17.

Regular Board of Supervisors Meeting **Information Technologies**

Meeting Date: 04/07/2020

HAVA Fortification Grant

Submitted By: Tatiana Rodriguez, Information Technology

Department: Information Technology

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Joe Casey	**TITLE of PRESENTER:**	Chief Information Officer
Mandated Function?:	Federal or State Mandate	**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 acceptance of the 2018 Help America Vote Act (HAVA) Grant from the AZ Secretary of State Office for Cyber Security Assessments, in the amount of $45,000, effective April 7, 2020.

Background:

The Information Technology department applied for the HAVA Grant in order to purchase Office 365 Advanced Threat Protection Plan 2. The State approved our application and granted $45,000.00 for this project.

Department's Next Steps (if approved):

Use funding for project.

Impact of NOT Approving/Alternatives:

Cyber Security Assessments will not be completed.

To BOS Staff: Document Disposition/Follow-Up:

Notify Tatiana by email of 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

HAVA Grant

2018 HAVA FORTIFICATION SUB-GRANT APPLICATION

KATIE HOBBS
SECRETARY OF STATE

General Information Section:

County Name: Cochise County

County Recorder's Name: David Stevens

Work Address: 1415 Melody Lane, Bisbee AZ, 85603

Direct Telephone Number: 520-432-8350

Direct Email: dstevens@cochise.az.gov

County Elections Director's Name: Lisa Marra

Work Address: 1415 Melody Lane, Bisbee AZ, 85603

Direct Telephone Number: 520-432-8975

Direct Email: LMarra@cochise.az.gov

Secondary Information Section (County Contact for Sub-Grant Related Questions):

County Employee's Name: Joe Casey

Direct Telephone Number: 520-432-8302

Direct Email: jcasey@cochise.az.gov

5121

Technology Information Section:

County IT Representative's Name: Joe Casey

IT Representative's Title: Chief Information Officer

IT Representative's Work Address: 1415 Melody Lane, Bisbee AZ, 85603

IT Representative's Direct Telephone Number: 520-432-8302

IT Representative's Direct Email: jcasey@cochise.az.gov

List of Recent Cybersecurity Assessments

#	Type of Assessment	Assessor	Date(s)
1	Cyber Hygiene assessment	DHS	9/30/2019 (completed weekly)
2	Remote Penetration Test	DHS	9/16/2019
3			
4			
5			
6			
7			

Fortification List

Desired Product or Service #1

Description of product or service

Office 365 Advanced Threat Protection Plan 2

What is the cost of the product or service? $5 per user a month (750 users is $45,000 per year)

What is the projected expenditure date? ASAP

What is the projected implementation date? ASAP

This product or service will help to resolve vulnerabilities found in listed assessment # 2

Who recommended this product or service as a solution to assessed vulnerabilities?

Discusses with DHS as part of the out briefing for assessment # 2.

Explain how this product or service will improve the county election security posture:

Will reduce the number of unsafe emails that make it to the end users computers.

Please submit the completed application to Renada Fisher at rfisher@azsos.gov.

Rodriguez, Tatiana

From: Wenc, Laura M
Sent: Thursday, March 19, 2020 11:24 AM
To: Rodriguez, Tatiana
Subject: RE: Fortification Grant Award
Attachments: Budget Amendment Form-Fund 325.xlsx

Hi Tatiana,

The GL organization set in New World for the new grant is in Fund 325. Please look over the expense accounts and let me know if an account should be added to the list. Currently, Joe and you have access to the Fund, does anyone else require access?

The next step is to set-up the budget for the grant. Attached is a budget amendment form that I started for you. I added the dollars for the revenue for $45k (may need to be updated after your review). Please add the budget for the applicable expense lines. Once, you've completed filling out the budget amendment form, please submit the form to the email budget@cochise.az.gov.

When you receive the check, let me know and Finance can process the deposit or I can help you process the deposit.

Normally we don't add a new grant until the grant is approved by the BOS, have you added this to the board's agenda?

Kindest regards,

Laura Wenc
Accountant III
Finance Department
Cochise County
520-432-8374 Phone
520-432-8398 Fax

From: Rodriguez, Tatiana <TRodriguez@cochise.az.gov>
Sent: Monday, March 16, 2020 9:07 AM
To: Wenc, Laura M <lwenc@cochise.az.gov>
Subject: Fortification Grant Award

Good Morning,

Per our phone conversation attached please find the Grant application. Thank you for all your help and I hope you have a great day.

Tatiana Rodriguez
Administrative Assistant
Cochise County Information Technology
1415 Melody Lane, Building D
Bisbee, AZ 85603
520-432-8321 phone
520-432-8347 fax

Public Programs...Personal Service

From: Casey, Joe <JCasey@cochise.az.gov>
Sent: Friday, March 13, 2020 4:57 PM
To: Rodriguez, Tatiana <TRodriguez@cochise.az.gov>
Subject: FW: Fortification Grant Award

Here is the grant application.

Joe E. Casey
Chief Information Officer (CIO)
Cochise County
520-432-8302 (office)
520-234-7038 (cell)

From: Casey, Joe
Sent: Friday, March 13, 2020 8:14 AM
To: Ken Matta <kmatta@azsos.gov>
Cc: Rodriguez, Tatiana <TRodriguez@cochise.az.gov>
Subject: RE: Fortification Grant Award

Ken,

Thank you this is great to hear. We reached out to our finance department and are verifying the official entity and address. I don't want to give you the wrong information.

Thank you,

Joe E. Casey
Chief Information Officer (CIO)
Cochise County
520-432-8302 (office)
520-234-7038 (cell)



From: Ken Matta <kmatta@azsos.gov>
Sent: Thursday, March 12, 2020 2:30 PM
To: Casey, Joe <JCasey@cochise.az.gov>
Subject: Fortification Grant Award

CAUTION: EXTERNAL EMAIL*

Hi Joe.

We would like to award the full amount asked for the fortification grant, $45,000 to your county. Would you please let me know which entity to pay at your county and what the mailing address is?

Thanks,



Ken Matta
Information Security Officer
Arizona Secretary of State's Office

Email: kmatta@azsos.gov
Office: 602-926-3828
Cell: 602-513-3945

This message and any messages in response to the sender of this message may be subject to a public records request.

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State and Federal Legislation 18.

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

Meeting Date: 04/07/2020

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

No file(s) attached.