



Cochise County Board of Supervisors

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

PATRICK G. CALL
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

RICHARD R. SEARLE
Supervisor
District 3

MICHAEL J. ORTEGA
County Administrator

JAMES E. VLAHOVICH
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, February 10, 2015 at 10:00 AM

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

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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.

PRESENTATION

Recognize Suzie East for her recent award as a Champion for Change in the Women, Infant, and Child (WIC) program by the Arizona Department of Health Services Bureau of Nutrition and Physical Activity.

CONSENT

Board of Supervisors

1. Adopt Resolution 15-04 amending the membership requirements for the Cochise Combined Trust (CCT).
2. Approve the Minutes of the regular meeting of the Board of Supervisors of January 27, 2015.
3. Ratify a letter to Congresswoman Martha McSally regarding the addition of the "Mexican Gray Wolf" with the "Gray Wolf's" removal from the Endangered Species List.

Community Development

4. Adopt Zoning Ordinance 15-01 approving Docket Z-14-08, amending the zoning district designation for parcels 106-06-014D & 106-06-023D to MR-2 from GB, pursuant to the request of Mr. James Adams.

Emergency Services

5. Approve a Memorandum of Understanding (MOU) between Cochise County and various facilities in Cochise County to serve as designated emergency locations for emergency functions in case an emergency is declared.

Finance

6. Approve demands and budget amendments for operating transfers.

Fleet Services Management

7. Approve the sale of one used fleet boot tractor/truck #2574 declared surplus by the Procurement Department Property Manager to the City of Tombstone for the amount of \$5,500.

ACTION

Board of Supervisors

8. Approve the sale of parcel 123-22-143 to the City of Benson, as requested by their council per ARS 42-18303.E for transportation and access purposes.

STATE & FEDERAL LEGISLATION

9. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

CALL TO THE PUBLIC

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

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability.

Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County Board of Supervisors

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

Presentations / Special Events
Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 02/10/2015

Suzie East Recognition

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V
Presentation

NAME of PRESENTER: Mary Gomez **TITLE of PRESENTER:** Health & Social Services Director

ORGANIZATION NAME of PRESENTER:

Information

Agenda Item Text:

Recognize Suzie East for her recent award as a Champion for Change in the Women, Infant, and Child (WIC) program by the Arizona Department of Health Services Bureau of Nutrition and Physical Activity.

Background:

ADHS would like to Congratulate and Recognize the Following Champions for Change for their dedication to the WIC program and to helping others...

Cochise County Health & Social Services
Suzie East

I was recently hired as a WIC Nutrition Education Specialist, and Ms. Suzie has worked diligently with me as my WIC Trainer. She quickly learned the new Hands Program and willingly and effortlessly trained all of our staff with enthusiasm and patience. Anything she is not sure of, she is prompt to inquire and communicate correct answers with the rest of the staff. Suzie is a fast learner, and is eager to share her experiences with others

Not everyone is cut out to be a teacher. Some people have sound understanding of a subject matter but lack the ability to simplify complex ideas. I believe Suzie should be nominated for this award because she has a strong grasp of in the ins and outs of HANDS, is able to give instruction in person and over the phone and most importantly, she is very patient

From day one, Suzie has been effective in getting our staff trained and up to date with all the HANDS modules so that we would have an easy transition into the new program. By the time we were ready to incorporate Hands, I felt very confident with all the knowledge I had acquired from Suzie.

As Suzie's supervisor, I am impressed with the leadership she has exemplified as our lead Helping HANDS trainer. She communicates effectively with me regarding all HANDS related issues. She takes ownership to contact ADHS training staff to clarify or obtain answers on various aspects of HANDS and then immediately sends out ADHS responses to all staff so everyone has consistent and accurate information

Not only has Suzie taught me the skills and knowledge I have today in order to succeed as a WIC Nutrition Education Specialist, she is someone I can rely on as my HANDS Trainer.

"It is an honor having Ms. Suzie as my coworker" Renee M Cooper & Staff

To BOS Staff: Document Disposition/Follow-Up:

n/a

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 02/10/2015

Amending the Membership requirements for the Cochise Combined Trust

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Adopt Resolution 15-04 amending the membership requirements for the Cochise Combined Trust (CCT).

Background:

The Board would like to amend the membership requirements on the county side in order to have more flexibility if a position becomes vacant.

Department's Next Steps (if approved):

Record and file resolution. Also, notify CCT of the change.

Impact of NOT Approving/Alternatives:

The position of County Administrator will be the only one listed as the County's trustee.

To BOS Staff: Document Disposition/Follow-Up:

Record resolution.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Resolution

RESOLUTION 15-

**A RESOLUTION ENACTED BY THE BOARD OF SUPERVISORS
OF COCHISE COUNTY, ARIZONA, AMENDING THE MEMBERSHIP IN THE
COCHISE COMBINED TRUST (CCT)**

WHEREAS, The Cochise County Board of Supervisors is empowered pursuant to ARS § 11-981(A) to procure Health, Accident Life, and/or Disability benefits for employees and officers of the County through either insurance or self-insurance; and

WHEREAS, ARS § 11-952 and ARS § 11-952.01 provide that two or more public agencies may join together to provide for Health, Accident, Life, and/or Disability benefits for employees and officers of the entities through either insurance or self-insurance; and

WHEREAS, Cochise County ("the County") has been a Participating Entity in the Cochise Combined Trust ("CCT") since July 01, 2002; and

WHEREAS, the County's current term of participation in CCT will expire on June 30, 2017 approved in Resolution 14-10; and

WHEREAS, in order to make any amendments to the County's membership, CCT requires action by the Cochise County Board of Supervisors through a resolution;

THEREFORE be it resolved by the Cochise County Board of Supervisors as follows:

1. The Cochise County Board of Supervisors hereby approves and agrees to be bound by the provisions of the Trust Agreement provided by CCT and as may be amended from time to time.
2. The Cochise County Board of Supervisors hereby accepts the Trust Bylaws provided by CCT and as may be amended from time to time.
3. This approval is based on the CCT Trust Agreement and Bylaws reflecting compliance with ARS § 42-17106.

4. The Cochise County Board of Supervisors hereby appoints the following County employees to the positions shown:

- A. **Trustee: County Administrator or Designee**
- B. **Trustee: Human Resources Director or Designee**

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of _____, 2015.

Patrick G. Call, Chairman
Cochise County Board of Supervisors

Ann English, Vice-Chairman
Cochise County Board of Supervisors

Richard R. Searle, Supervisor
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios
Clerk of the Board

Britt W. Hanson
Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 02/10/2015

Minutes

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of January 27, 2015.

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:

Send to the Recorder's Office for microfiche purposes.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 02/10/2015

Ratify Letter to Remove the Mexican Gray Wolf from the ES List to Congresswoman McSally

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Ratify a letter to Congresswoman Martha McSally regarding the addition of the "Mexican Gray Wolf" with the "Gray Wolf's" removal from the Endangered Species List.

Background:

See attached Letter.

Department's Next Steps (if approved):

n/a, letter was sent on 1/28/15.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

n/a

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Letter



Cochise County Board of Supervisors

Public Programs...Personal Service
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ARLETHE G. RIOS
Clerk of the Board

January 28, 2015

Honorable Martha McSally
4400 E. Broadway Blvd
Suite 510
Tucson, AZ 85711

RE: Addition of "Mexican Gray Wolf" with the "Gray Wolf's" removal from the Endangered Species List

Congresswoman McSally,

The Cochise County Board of Supervisors respectfully asks that you add the "Mexican Gray Wolf" (*Canis lupus baileyi*) into the legislation that U.S. Representative Reed Ribble, R-Wis. is preparing for the removal of the "Gray Wolf" from the Endangered Species Act List and include Arizona in the States effected.

U.S. Representative Ribble is leading the effort and the co-sponsors include U.S. Representatives Collin Peterson, D-Minn., Dan Benishek, R-Mich., and Cynthia Lummis, R-Wyo.

There has already been severe collateral damage to the citizens of Arizona and New Mexico in the current efforts by U.S. Fish and Wildlife Service to establish a wild population of Mexican Gray Wolves on settled landscapes in these two States.

Now, with the new 10j rule from the U.S. Fish and Wildlife Service, the Mexican Gray Wolf experimental population area has expanded in Arizona North to I-40 and South to the Mexican border, to include all of Cochise County. This expansion takes in vast settled landscapes and will have major negative effects on the citizens, pets, businesses, livestock, and wildlife.

There is documented evidence showing that the establishment of wolves in settled landscapes not only negatively affects the residents, but negatively affects the preservation of the wolves as well. The only way to prevent the U.S. Fish and Wildlife from wasting millions of additional tax payer dollars and negatively affecting Cochise County residents is the removal of the Mexican Gray Wolf from the Endangered Species Act and precluding judicial review.

This would put wolf management back into State wildlife agencies, where it belongs.

Respectfully Submitted,

Patrick G. Call
Chairman

Ann English
Vice-Chairman

Richard R. Searle
Supervisor

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 02/10/2015

Docket Z-14-08 (Quail Ridge) - A Request to Amend the Zoning of two Parcels North of Huachuca City to MR-2 from GB

Submitted By: Peter Gardner, Community Development**Department:** Community Development **Division:** Planning & Zoning**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Peter Gardner **TITLE of PRESENTER:** Planner I**Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Docket Number (If applicable):** Z-14-08 (Quail Ridge)**Information****Agenda Item Text:**

Adopt Zoning Ordinance 15-01 approving Docket Z-14-08, amending the zoning district designation for parcels 106-06-014D & 106-06-023D to MR-2 from GB, pursuant to the request of Mr. James Adams.

Background:

APPLICATION FOR A REZONING Docket Z-14-08 (Quail Ridge): The Applicant has requested a rezoning from GB (General Business) to MR-2 (Multiple Household Residential). The subject parcels are approximately 13.36-acres in size and are currently in use as a permitted RV and Mobile Home Park. Rezoning to MR-2 would not alter the existing use. The subject parcels, 106-06-014D & 106-06-023B, are located on N. Yucca Drive in Huachuca City. The Applicant is James Adams. I. PLANNING AND ZONING COMMISSION On Wednesday, January 14, 2015, the Planning and Zoning Commission voted 7-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff. No objections were received from Commissioners or any member of the Public. II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES Size: 13.36 acres Current Zoning: GB (General Business) Requested Zoning MR-2 (Multiple Household Residential) Growth Area: Category B?Community Growth Area Area Plan: None Comprehensive Plan Designation: Developing Existing Uses: RV Park Proposed Uses: Same Surrounding Zoning Relation to Subject Parcel Zoning District Use of Property North State Highway/RU-4 W Highway 82/Electric Substation/ Vacant Land South County Maintained Road/GB W Oak Street/Service Garage/Single Family Residential East GB/MH-54/RU-4 Single Family Residential/Vacant Land West GB/RU-4 Single Family Residential III. PARCEL HISTORY ? In 1984, the subject parcels were rezoned per Docket Z-84-28 from RU-4 to MH-54 for parcel 106-06-14C and to GB for 106-06-014D. ? In 1985, a 194-space RV park was established via permit #7175 on parcel 106-06-014C. ? Per Assessor's records in 1987, a 71-space RV park was established on parcel 106-06-014D; however, there are no permits on file to establish this park. Based upon the age of the park and its contiguous nature with the park located at 106-06-014C, staff has determined that no additional permitting will be required to legitimize this portion of the park. ? In 1998, parcel 106-06-014C was conditionally rezoned from MH-54 to MH-36 per Z-98-02 and MDP-98-02. ? In 2002, a Variance (BA3-02-01) was granted to waive screening requirements on the North and South sides of the park and to allow sidewalks on only one side of the internal streets. Also in 2002, a permit was issued to expand to 197-RV spaces. ? In 2007, a Variance (BA3-07-01) requesting a waiver of screening requirements on the East and West sides of the park was denied. Another Variance (BA3-07-07) was approved in 2007 to allow reduced setbacks on corner lots that abut internal streets. ? In 2009, a Variance (BA3-09-01) was granted to allow reduced setbacks within individual spaces. ? Between 1985 and 2012, eight additional Non-Residential Permits were issued on parcel 106-06-014C; to construct a 1,680-square foot clubhouse and activity room; for a 2,380-linear foot 6-foot high screening fence; to install a heater in the clubhouse; and to construct a 1,200-square foot storage building with a 350-square foot awning, in 1988 for a 96-square foot, 12-foot high freestanding sign; for a 74-square foot 21-foot high freestanding sign; for electric to illuminate the sign;

and for a temporary event (concert) on 10/14/2009. ? During this time there were also 39-Residential Permits for sheds, decks, patio covers, and utilities issued for the two parcels, three of which were voided. ? In 2012, a Variance (BA3-12-11) was granted to waive the limit on the percentage of RV spaces in a manufactured home park. A non-residential permit to change the park from an RV park to a manufactured home park was also issued and completed. ? In 2013, a Variance (BA3-13-04) was granted to legitimize existing site development standards on the property. A Variance from screening requirements was denied. Subject property, southwest of Highway 90 & Highway 82. The northern two parcels are the subject of the request.

IV. NATURE OF REQUEST The Applicant wished to amend the zoning of the front parcels from General Business to Multiple Household Residential to match the zoning of the back parcel. The use of the property as an RV Park will not be altered in any way.

V. ANALYSIS OF IMPACTS

Mandatory Compliance The subject property lies within a Category B–Community Growth Area. Section 402 of the Zoning Regulations allows owners of property lying within this Plan Designation to request a rezoning to MR-2. Compliance with Rezoning Criteria Section 2208.03 of the Zoning Regulations provides fifteen (15) criteria used to evaluate rezoning requests. Ten of the criteria are applicable to this request, which, as submitted, complies with all ten applicable factors.

1. Provides an Adequate Land Use/Concept Plan: Not applicable The request is not connected to any new construction. The rezoning is requested for the purpose of standardizing the zoning of the Park.
2. Compliance with the Applicable Site Development Standards: Complies The property meets all site development standards in the MR-2 zoning district. View of the site showing a portion of the park to be rezoned.
3. Adjacent Districts Remain Capable of Development: Complies The proposed rezoning would not affect the development prospects of any neighboring property. All surrounding properties are currently developed.
4. Limitation on Creation of Nonconforming Uses: Complies The proposal would not create any non-conforming land uses.
5. Compatibility with Existing Development: Complies The area is characterized by mixed residential and commercial development. The existing park is a major feature in the area, and no changes are proposed.
6. Rezoning to More Intense Districts: Not Applicable This is a downzoning from an intense Commercial Zoning to a Residential Zoning of similar density. If approved, the request will greatly reduce the number of Permitted and Special Uses available on the property.
7. Adequate Services and Infrastructure: Complies The site is currently developed and served by all necessary infrastructure. No changes are being proposed to the site.
8. Traffic Circulation Criteria: Complies No new construction is proposed.
9. Development Along Major Streets: Complies The existing RV Park takes access directly from State Highway 82, and there will be no change to this access.
10. Infill: Not Applicable This Factor applies only for rezoning requests to GB, LI or HI.
11. Unique Topographic Features: Complies There are no exceptional topographic features warranting consideration on or near the site.
12. Water Conservation: Complies The existing permitted RV Park will not be expanding or changing. View of the RV Park Clubhouse.
13. Public Input: Complies The Applicant was not required to complete the Citizen Review process, as the request is a decrease in intensity. Staff posted the property on December 22, 2014, and published a legal notice in the Bisbee Observer on December 18, 2014. The Department also mailed notices to property owners within 300-feet of the site. To date, staff has not received any statements for or against the request.
14. Hazardous Materials: Not Applicable No hazardous materials are proposed as part of the future residential development plan.
15. Compliance with Area Plan: Not Applicable The subject property does not lie within the bounds of an approved Area Plan.

VI. SUMMARY The request is to rezone two parcels totaling 13.36-acres from GB to MR-2 in the Whetstone area located north of incorporated Huachuca City. The rezoning will provide uniformity of the zoning of the site. The request will remove the possibility of further Commercial development on the subject parcels, but will not impact the existing RV Park. Staff's recommendation is based upon the above analysis, as well as the following Factors in Favor and Against approval:

Factors in Favor of Approval

1. Allowing the rezoning would not alter the overall character of development in the area; and
2. Rezoning to MR-2 would remove the possibility of potentially noxious Commercial uses that the Whetstone Community has opposed in the past; and
3. While the surrounding parcels are currently zoned General Business as well, they are developed residentially, therefore the request brings the zoning more in line with actual development.

Factors Against Approval None apparent.

VII. RECOMMENDATION Based on the Factors in Favor of Approval, staff recommends Conditional Approval, subject to the following standard 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 Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

Department's Next Steps (if approved):

Planning staff will take the recorded ordinance to GIS to amend the County Zoning Maps to reflect this action.

Impact of NOT Approving/Alternatives:

If the Board does not approve the Zoning Ordinance, the subject parcels will retain the current GB zoning designation.

To BOS Staff: Document Disposition/Follow-Up:

After the Chair signs the zoning ordinance, Board Staff should send a recorded copy of the same to the Planning Department for our files.

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

Memo Attachments

Exhibit A

Staff Memo

Zoning Ordinance -- Quail Ridge



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

COCHISE COUNTY REZONING APPLICATION

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

1. Applicant's Name: JAMES ADAMS

2. Mailing Address: 2207 N. YUCCA DRIVE

HUACHUCA CITY ARIZONA 85616
City State Zip Code

3. Telephone Number of Applicant: (520) 456-9301

4. Telephone Number of Contact Person if Different: (619) 701-2905

5. Email Address: COCHISE16@AOL.COM

6. Assessor's Tax Parcel Number: 106-06-014 D
106-06-023 B (Can be obtained from your County property tax statement)

7. Applicant is (check one):

- Sole owner: _____
- Joint Owner: _____ (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): _____

8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:

- 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: _____
- Copy of title report: _____
- Copy of tax notice: X
- Other, list: _____

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?

- Yes _____ No X

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

12. Is more than one parcel contained within the area to be rezoned? Yes X 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: GB

14. Indicate proposed Zoning District for Property: MR 2

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: B (A County planner can provide this information.)

16. Comprehensive Plan Designation or Community Plan: DEF (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: RV SPACES, CLUBHOUSE

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: EXISTING RV SPACES

CLUBHOUSE

19. Are there any deed restrictions or private covenants in effect for this property?

- No X Yes _____
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes _____ 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?

N. YUGGER DRIVE
HUACHUCA CITY, AZ. 85616

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	WELL - SELF	
Sewer/Septic	SEPTIC - SELF	
Electricity	SULPHUR SPRINGS ELECTRIC CO.	
Natural Gas	PROPANE	
Telephone	CENTURY	
Fire Protection	WHETSTONE FIRE DEPT.	

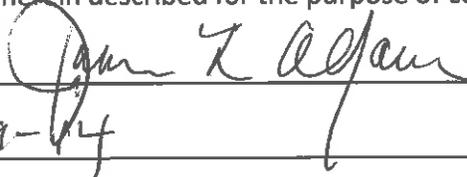
24. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached for your reference (attach additional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

WE ARE ASKING FOR DOWN ZONING FROM "GENERAL BUSINESS"
TO "MULTIPLE HOUSING" TO MAKE MOBILE HOME PARK HAVE
THE SAME TAX BASE. THIS WILL MAKE ALL PARCELS OF LAND
TO BE THE SAME AND ALL TAXES WILL BE BASED THE SAME.

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: _____



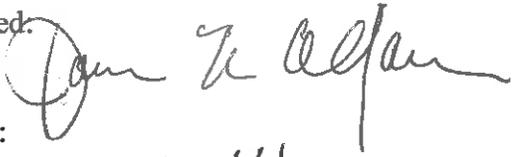
Date: _____

10-29-14

LETTER OF AUTHORIZATION

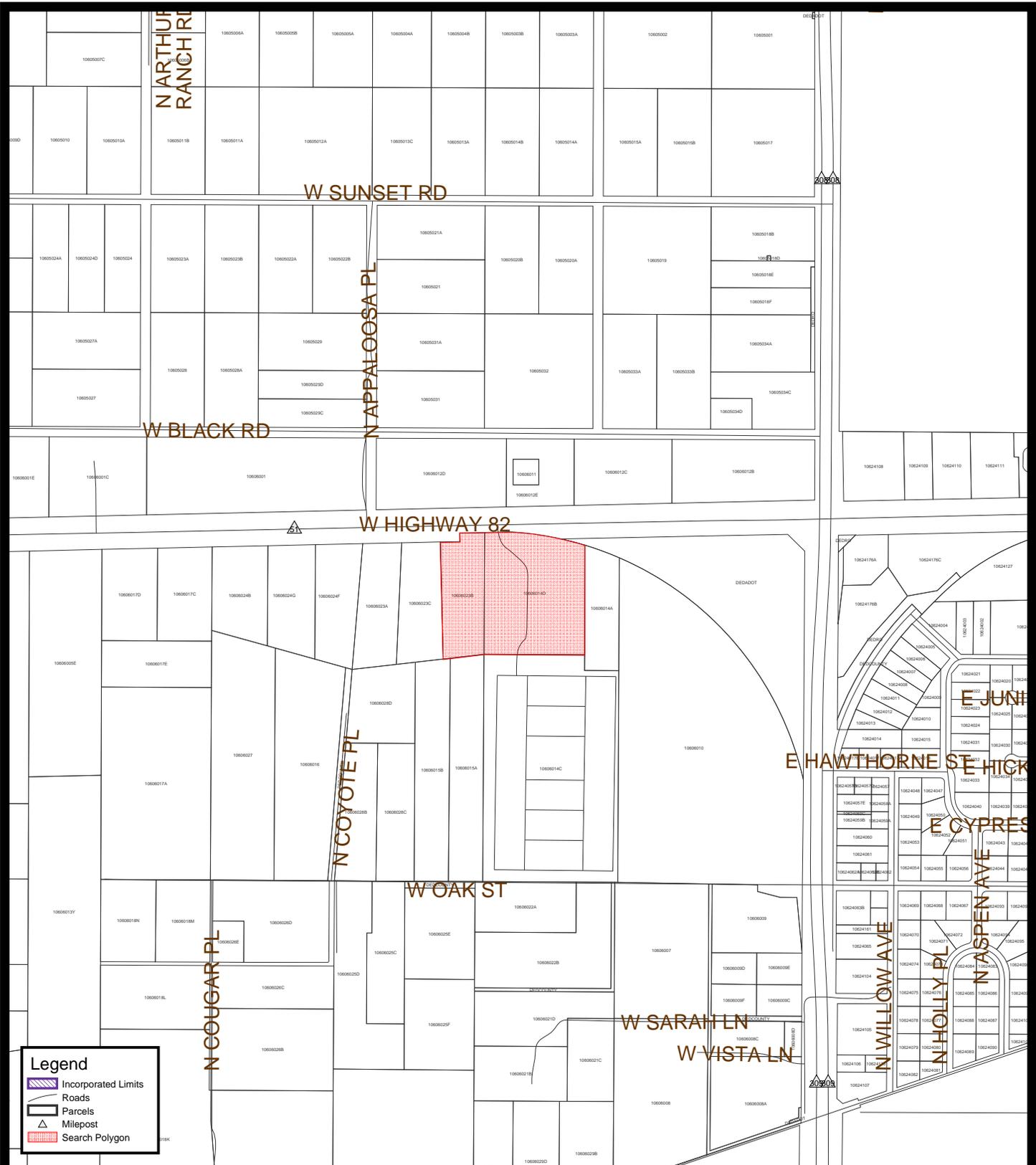
I, James Adams, authorize Gary L. Miller to act as my agent to negotiate and apply for "zone" change on properties (106-06-014d, 106-06-014c and 106-06-023b) located in the county of Cochise, Arizona.

Signed:

A handwritten signature in cursive script, appearing to read "James Adams".

Date:

10-29-14



Legend

- Incorporated Limits
- Roads
- Parcels
- Milepost
- Search Polygon



**Z-14-08
Exhibit A**

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



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Cochise County Planning and Zoning Commission
FROM: Peter Gardner, Planner I
 For: Beverly J. Wilson, Planning Director
SUBJECT: Docket Z-14-08 (Quail Ridge)
DATE: December 29, 2014, for the January 14, 2015 Meeting

APPLICATION FOR A REZONING

Docket Z-14-08 (Quail Ridge): The Applicant has requested a rezoning from GB (General Business) to MR-2 (Multiple Household Residential). The subject parcels are approximately 13.36-acres in size and are currently in use as a permitted RV and Mobile Home Park. Rezoning to MR-2 would not alter the existing use. The subject parcels, 106-06-014D & 106-06-023B, are located on N. Yucca Drive in Huachuca City. The Applicant is James Adams.

I. PLANNING AND ZONING COMMISSION

On Wednesday, January 14, 2015, the Planning and Zoning Commission voted 7-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff. No objections were received from Commissioners or any member of the Public.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Size: 13.36 acres
 Current Zoning: GB (General Business)
 Requested Zoning: MR-2 (Multiple Household Residential)
 Growth Area: Category B—Community Growth Area
 Area Plan: None
 Comprehensive Plan Designation: Developing
 Existing Uses: RV Park
 Proposed Uses: Same

Surrounding Zoning

Relation to Subject Parcel	Zoning District	Use of Property
North	State Highway/RU-4	W Highway 82/Electric Substation/ Vacant Land
South	County Maintained Road/GB	W Oak Street/Service Garage/Single Family Residential

East	GB/MH-54/RU-4	Single Family Residential/Vacant Land
West	GB/RU-4	Single Family Residential

III. PARCEL HISTORY

- In 1984, the subject parcels were rezoned per Docket Z-84-28 from RU-4 to MH-54 for parcel 106-06-14C and to GB for 106-06-014D.
- In 1985, a 194-space RV park was established via permit #7175 on parcel 106-06-014C.
- Per Assessor’s records in 1987, a 71-space RV park was established on parcel 106-06-014D; however, there are no permits on file to establish this park. Based upon the age of the park and its contiguous nature with the park located at 106-06-014C, staff has determined that no additional permitting will be required to legitimize this portion of the park.
- In 1998, parcel 106-06-014C was conditionally rezoned from MH-54 to MH-36 per Z-98-02 and MDP-98-02.
- In 2002, a Variance (BA3-02-01) was granted to waive screening requirements on the North and South sides of the park and to allow sidewalks on only one side of the internal streets. Also in 2002, a permit was issued to expand to 197-RV spaces.
- In 2007, a Variance (BA3-07-01) requesting a waiver of screening requirements on the East and West sides of the park was denied. Another Variance (BA3-07-07) was approved in 2007 to allow reduced setbacks on corner lots that abut internal streets.
- In 2009, a Variance (BA3-09-01) was granted to allow reduced setbacks within individual spaces.
- Between 1985 and 2012, eight additional Non-Residential Permits were issued on parcel 106-06-014C; to construct a 1,680-square foot clubhouse and activity room; for a 2,380-linear foot 6-foot high screening fence; to install a heater in the clubhouse; and to construct a 1,200-square foot storage building with a 350-square foot awning, in 1988 for a 96-square foot, 12-foot high freestanding sign; for a 74-square foot 21-foot high freestanding sign; for electric to illuminate the sign; and for a temporary event (concert) on 10/14/2009.
- During this time there were also 39-Residential Permits for sheds, decks, patio covers, and utilities issued for the two parcels, three of which were voided.
- In 2012, a Variance (BA3-12-11) was granted to waive the limit on the percentage of RV spaces in a manufactured home park. A non-residential permit to change the park from an RV park to a manufactured home park was also issued and completed.
- In 2013, a Variance (BA3-13-04) was granted to legitimize existing site development standards on the property. A Variance from screening requirements was denied.

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

The request is not connected to any new construction. The rezoning is requested for the purpose of standardizing the zoning of the Park.

2. Compliance with the Applicable Site Development Standards: Complies

The property meets all site development standards in the MR-2 zoning district.



View of the site showing a portion of the park to be rezoned.

3. Adjacent Districts Remain Capable of Development: Complies

The proposed rezoning would not affect the development prospects of any neighboring property. All surrounding properties are currently developed.

4. Limitation on Creation of Nonconforming Uses: Complies

The proposal would not create any non-conforming land uses.

5. Compatibility with Existing Development: Complies

The area is characterized by mixed residential and commercial development. The existing park is a major feature in the area, and no changes are proposed.

6. Rezoning to More Intense Districts: Not Applicable

This is a downzoning from an intense Commercial Zoning to a Residential Zoning of similar density. If approved, the request will greatly reduce the number of Permitted and Special Uses available on the property.

7. Adequate Services and Infrastructure: Complies

The site is currently developed and served by all necessary infrastructure. No changes are being proposed to the site.

8. Traffic Circulation Criteria: Complies

No new construction is proposed.

9. Development Along Major Streets: Complies

The existing RV Park takes access directly from State Highway 82, and there will be no change to this access.

10. Infill: Not Applicable

This Factor applies only for rezoning requests to GB, LI or HI.

11. Unique Topographic Features: Complies

There are no exceptional topographic features warranting consideration on or near the site.

12. Water Conservation: Complies

The existing permitted RV Park will not be expanding or changing.



View of the RV Park Clubhouse.

13. Public Input: Complies

The Applicant was not required to complete the Citizen Review process, as the request is a decrease in intensity. Staff posted the property on December 22, 2014, and published a legal notice in the *Bisbee Observer* on December 18, 2014. The Department also mailed notices to

property owners within 300-feet of the site. To date, staff has not received any statements for or against the request.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed as part of the future residential development plan.

15. Compliance with Area Plan: Not Applicable

The subject property does not lie within the bounds of an approved Area Plan.

VI. SUMMARY

The request is to rezone two parcels totaling 13.36-acres from GB to MR-2 in the Whetstone area located north of incorporated Huachuca City. The rezoning will provide uniformity of the zoning of the site. The request will remove the possibility of further Commercial development on the subject parcels, but will not impact the existing RV Park. Staff’s recommendation is based upon the above analysis, as well as the following Factors in Favor and Against approval:

Factors in Favor of Approval

1. Allowing the rezoning would not alter the overall character of development in the area; and
2. Rezoning to MR-2 would remove the possibility of potentially noxious Commercial uses that the Whetstone Community has opposed in the past; and
3. While the surrounding parcels are currently zoned General Business as well, they are developed residentially, therefore the request brings the zoning more in line with actual development.

Factors Against Approval

None apparent.

VII. RECOMMENDATION

Based on the Factors in Favor of Approval, staff recommends **Conditional Approval**, subject to the following standard 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 Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

VII. ATTACHMENTS

- A. Rezoning Application
- B. Location Map

ZONING ORDINANCE 15-___

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM GB
TO MR-2, PURSUANT TO THE APPLICATION OF JAMES ADAMS**

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

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

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by Applicant James Adams; and

WHEREAS, the Planning and Zoning Commission conditionally approved the request for a change in the Zoning District boundaries with no objection from the public; and

WHEREAS, the requested zoning district represents a limitation of potentially noxious commercial uses in a residentially developed neighborhoods; and

WHEREAS, the requested zoning will not alter the existing pattern of development in the neighborhood and is harmonious with the surrounding zoning districts, including other portions of the subject property currently matching the proposed zoning district; and

WHEREAS, the Cochise County Board of Supervisors promotes effective, early and continuous public participation by citizens; 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 106-06-014D & 106-06-023B, as shown on the map attached to this Resolution as Exhibit A, are changed from GB to MR-2.

ZONING ORDINANCE 14-___

Re: Amending Certain Zoning District Boundaries From GB To MR-2, Pursuant To The Application Of James Adams

Page 2

The property is located north of Huachuca City, AZ. The property is further described as being in:

Section 13 of Township 20 South, Range 19 East of the G&SRB&M in Cochise County, Arizona.

The Board of Supervisors approves Docket Z-14-07 subject to the following conditions of approval:

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

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 2nd day of December, 2014.

Patrick Call, Chairperson
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios,
Clerk of the Board

Britt W. Hanson,
Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 02/10/2015

Emergency Facility MOU

Submitted By: Norm Sturm, 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: Norm Sturm **TITLE of PRESENTER:** OES Coordinator

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve a Memorandum of Understanding (MOU) between Cochise County and various facilities in Cochise County to serve as designated emergency locations for emergency functions in case an emergency is declared.

Background:

Cochise County Emergency Services has identified facilities throughout the county that may be useful during large-scale emergencies. These facilities can include, public and private schools, houses of worship, businesses, and municipal facilities. The facilities may be needed for resident shelters, reception centers, mass medication distribution or any number of essential emergency services. The MOU's up for approval are between Cochise County and the various facility owners. The documents have a stated 5-year term with a 30-day termination clause for either party. Similar MOUs were executed in 2009 with a 5-year term. These MOU's will replace the 2009 documents. It is anticipated that there will be approximately 50 of these MOUs to be approved over the next several months as they are returned to the County by the various facility owners.

Department's Next Steps (if approved):

This is the final step in securing the emergency facilities.

Impact of NOT Approving/Alternatives:

If not approved, the County will not have agreements in place to provide facilities for emergency sheltering or other vital operations during large-scale emergencies.

To BOS Staff: Document Disposition/Follow-Up:

Office of Emergency Services will need two copies of each signed MOU: one for the facility and one for OES records.

Attachments

Sierra Springs Church

MOU: Emmanuel Luth

MOU: Peace of the Valley Church

**MEMORANDUM OF UNDERSTANDING
BETWEEN COCHISE COUNTY AND
SIERRA SPRINGS CHURCH**

This Memorandum of Understanding ("MOU") is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and Sierra Springs Church, whose facility is located in Cochise County, Arizona, hereinafter referred to as "Sierra Springs Church".

WHEREAS, the County is tasked by statute with responding to intentional and/or natural incidents affecting significant portions of the population resulting in the need for mass emergency services and the Sierra Springs Church desires to provide assistance to such victims of its congregation and the local community; and

WHEREAS, for the purpose of this MOU, the County desires to provide mass emergency services, including but not limited to designating emergency locations for the mass care or sheltering of disaster victims. The Sierra Springs Church desires to render a facility for emergency functions, such as: family counseling, vaccinations, evacuation reception center, family reunification space, overnight sheltering, and as a point of dispensing medications or relief services, or any other disaster mitigation needs.

NOW, THEREFORE, the parties agree as follows:

A. The County Shall:

1. Designate the principal contact person for this MOU as:

Title: Cochise County Office of Emergency Services
Address: 1415 Melody Lane, Building G, Bisbee, AZ 85603
Phone numbers: 520-432-9220

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Notify the contact person designated by the Sierra Springs Church, as soon as practicable, upon determination of the need to for mass emergency services as set out in this MOU.
3. Provide environmental health sanitation inspections for the Sierra Springs Church facility.
4. Provide food handling inspections, if necessary.

B. The Sierra Springs Church Shall:

1. Designate the principal contact person for this MOU as: SCOTT WOODS

Title: Ministry Coordinator

Address: 8477 E. Hereford Rd 85615

Phone numbers: 507-381-6746

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Provide tables, chairs, cots, etc. as necessary for the disaster event.
3. Allow use of Sierra Springs Church parking spaces for the disaster event.
4. Provide facilities as long as emergency situation warrants and suspend regularly scheduled Sierra Springs Church functions, if necessary, for the duration of the emergency.
5. Provide facilities to include, but not be limited to, a site with adequate space, utilities, sanitation, and sheltering ability to support emergency services for mass emergency events in Cochise County.
6. Cooperate with partner disaster relief organizations aiding County emergency management in response efforts (i.e.: American Red Cross, Salvation Army, etc.)

C. Term

The initial term of this MOU shall be for five (5) years, and the agreement shall be automatically renewed for additional five (5) year periods at the end of each five (5) year term, unless otherwise terminated pursuant to paragraph E.

D. Agreement Amendment

The parties to this MOU may amend, modify, or supplement this MOU in writing at any time by mutual consent. All other unaffected provisions set forth in this MOU shall remain in effect.

E. Termination

Either party may terminate this MOU at any time, with thirty (30) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address.

F. Insurance

The County agrees to maintain liability insurance coverage, and to immediately inform the other party of a cancellation or decrease in coverage. The Sierra Springs Church agrees that it will maintain all existing liability insurance coverage for all of its personnel, land, buildings, equipment and physical assets applicable to the function of this MOU during the time when this MOU is in force and utilized.

G. Indemnity

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this MOU.

H. Licensure

The Sierra Springs Church agrees to maintain all current licenses and permits applicable to the function of this MOU during the time when this MOU is in force and utilized. If required, County shall obtain emergency licenses or permits required for its operations.

I. Miscellaneous Provisions

1. **Assignment.** This MOU is non-assignable in whole or in part by either party without the written consent of the other party.
2. **Authority of Signatory.** Each individual executing this MOU on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the County or the Sierra Springs Church.
3. **Cancellation.** This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
4. **Entire Agreement.** This MOU and any attachments represent the entire agreement between the parties and supersede all prior negotiations, representations or agreements, whether express or implied, written or oral.

5. **Governing Law and Venue.** The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
6. **Incorporation of Documents.** All documents referred to in this MOU are hereby incorporated by reference into the MOU.
7. **Integration.** This MOU contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written MOU and signed by both parties shall be valid or binding.
8. **No Third Party Beneficiaries.** Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this MOU.
9. **Notices.** Any notice or demand under this MOU from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

County
Cochise County Office
of Emergency Services
1415 Melody Lane
Bisbee, AZ 85603
(520) 432-9220

Sierra Springs Church

8477 E. Hereford Rd.
Hereford, AZ 85615

507-381-6746

10. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this MOU, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this MOU.

11. **Severability.** The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.
12. **Waiver of Terms and Conditions.** The failure of either party to insist on any one or more instances of performance of any of the terms of conditions of this MOU or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date and year specified below.

DATED: 1/18/15

COCHISE COUNTY:

PATRICK CALL, Chairperson
Board of Supervisors

ATTEST:

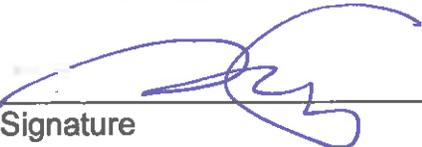
Arlthe Rios, Clerk of the Board

APPROVED AS TO FORM:

Terry Bannon, Deputy County Attorney

DATED: _____

Sierra Springs Church:



Signature

Scott Woods, Ministry Coordinator / Admin.
Name/Title

**MEMORANDUM OF UNDERSTANDING
BETWEEN COCHISE COUNTY AND
EMMANUEL LUTHERAN CHURCH**

This Memorandum of Understanding (“MOU”) is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as “County”, and Emmanuel Lutheran Church, whose facility is located in Cochise County, Arizona, hereinafter referred to as “Emmanuel Lutheran Church”.

WHEREAS, the County is tasked by statute with responding to intentional and/or natural incidents affecting significant portions of the population resulting in the need for mass emergency services and the Emmanuel Lutheran Church desires to provide assistance to such victims of its congregation and the local community; and

WHEREAS, for the purpose of this MOU, the County desires to provide mass emergency services, including but not limited to designating emergency locations for the mass care or sheltering of disaster victims. The Emmanuel Lutheran Church desires to render a facility for emergency functions, such as: family counseling, vaccinations, evacuation reception center, family reunification space, overnight sheltering, and as a point of dispensing medications or relief services, or any other disaster mitigation needs.

NOW, THEREFORE, the parties agree as follows:

A. The County Shall:

1. Designate the principal contact person for this MOU as:

Title: Cochise County Office of Emergency Services
Address: 1415 Melody Lane, Building G, Bisbee, AZ 85603
Phone numbers: 520-432-9220

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Notify the contact person designated by the Emmanuel Lutheran Church, as soon as practicable, upon determination of the need to for mass emergency services as set out in this MOU.
3. Provide environmental health sanitation inspections for the Emmanuel Lutheran Church facility.
4. Provide food handling inspections, if necessary.

B. The Emmanuel Lutheran Church Shall:

1. Designate the principal contact person for this MOU as:

Title: Kris or Rory Baumgartner

Address: Members # 1951 E 13th St Douglas Az

Phone numbers: 520-364-7404 520-227-4257
520-227-4276

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Provide tables, chairs, cots, etc. as available only as necessary for the disaster event.
3. Allow use of Emmanuel Lutheran Church parking spaces for the disaster event.
4. Provide facilities as long as emergency situation warrants and suspend regularly scheduled Emmanuel Lutheran Church functions, if necessary, for the duration of the emergency.
5. Provide facilities to include, but not be limited to, a site with adequate space, utilities, sanitation, and sheltering ability to support emergency services for mass emergency events in Cochise County.
6. Cooperate with partner disaster relief organizations aiding County emergency management in response efforts (i.e.: American Red Cross, Salvation Army, etc.)

C. Term

The initial term of this MOU shall be for five (5) years, and the agreement shall be automatically renewed for additional five (5) year periods at the end of each five (5) year term, unless otherwise terminated pursuant to paragraph E.

D. Agreement Amendment

The parties to this MOU may amend, modify, or supplement this MOU in writing at any time by mutual consent. All other unaffected provisions set forth in this MOU shall remain in effect.

E. Termination

Either party may terminate this MOU at any time, with thirty (30) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address.

F. Insurance

The County agrees to maintain liability insurance coverage, and to immediately inform the other party of a cancellation or decrease in coverage. The Emmanuel Lutheran Church agrees that it will maintain all existing liability insurance coverage for all of its personnel, land, buildings, equipment and physical assets applicable to the function of this MOU during the time when this MOU is in force and utilized.

G. Indemnity

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this MOU.

H. Licensure

The Emmanuel Lutheran Church agrees to maintain all current licenses and permits applicable to the function of this MOU during the time when this MOU is in force and utilized. If required, County shall obtain emergency licenses or permits required for its operations.

I. Miscellaneous Provisions

1. **Assignment.** This MOU is non-assignable in whole or in part by either party without the written consent of the other party.
2. **Authority of Signatory.** Each individual executing this MOU on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the County or the Emmanuel Lutheran Church.
3. **Cancellation.** This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
4. **Entire Agreement.** This MOU and any attachments represent the entire agreement between the parties and supersede all prior negotiations,

representations or agreements, whether express or implied, written or oral.

5. **Governing Law and Venue.** The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
6. **Incorporation of Documents.** All documents referred to in this MOU are hereby incorporated by reference into the MOU.
7. **Integration.** This MOU contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written MOU and signed by both parties shall be valid or binding.
8. **No Third Party Beneficiaries.** Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this MOU.
9. **Notices.** Any notice or demand under this MOU from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

County
Cochise County Office
of Emergency Services
1415 Melody Lane
Bisbee, AZ 85603
(520) 432-9220

Emmanuel Lutheran Church

PO Box 237
Douglas Az 85607
n/a

10. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this MOU, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this MOU.
11. **Severability.** The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.
12. **Waiver of Terms and Conditions.** The failure of either party to insist on any one or more instances of performance of any of the terms of conditions of this MOU or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date and year specified below.

DATED: _____

COCHISE COUNTY:

 PATRICK CALL, Chairperson
 Board of Supervisors

ATTEST:

 Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

 Terry Bannon, Deputy County Attorney

DATED: 1/23/15

Emmanuel Lutheran Church:

Kris Baumgartner
 Signature

Kris Baumgartner
 Name/Title
 Sec / Treas. / Member

**MEMORANDUM OF UNDERSTANDING
BETWEEN COCHISE COUNTY AND
PEACE IN THE VALLEY LUTHERAN CHURCH**

This Memorandum of Understanding ("MOU") is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and Peace in the Valley Lutheran Church, whose facility is located in Cochise County, Arizona, hereinafter referred to as "Peace in the Valley Lutheran Church".

WHEREAS, the County is tasked by statute with responding to intentional and/or natural incidents affecting significant portions of the population resulting in the need for mass emergency services and the Peace in the Valley Lutheran Church desires to provide assistance to such victims of its congregation and the local community; and

WHEREAS, for the purpose of this MOU, the County desires to provide mass emergency services, including but not limited to designating emergency locations for the mass care or sheltering of disaster victims. The Peace in the Valley Lutheran Church desires to render a facility for emergency functions, such as: family counseling, vaccinations, evacuation reception center, family reunification space, overnight sheltering, and as a point of dispensing medications or relief services, or any other disaster mitigation needs.

NOW, THEREFORE, the parties agree as follows:

A. The County Shall:

1. Designate the principal contact person for this MOU as:

Title: Cochise County Office of Emergency Services
Address: 1415 Melody Lane, Building G, Bisbee, AZ 85603
Phone numbers: 520-432-9220

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Notify the contact person designated by the Peace in the Valley Lutheran Church, as soon as practicable, upon determination of the need to for mass emergency services as set out in this MOU.
3. Provide environmental health sanitation inspections for the Peace in the Valley Lutheran Church facility.
4. Provide food handling inspections, if necessary.

B. The Peace in the Valley Lutheran Church Shall:

1. Designate the principal contact person for this MOU as:

<u>PRIMARY</u>	<u>SECONDARY</u>
Title: <u>VICAR DAN JAMES</u>	JOHN HANUSCH, TRUSTEE
Address: <u>272 COCHISE LN, BENSON, AZ 85602</u>	537 W. VIA JAVALINA BENSON AZ 85602
Phone numbers: <u>520-686-0760</u> <u>520-686-2101</u>	520-310-6117

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Provide tables, chairs, cots, etc. as necessary for the disaster event.
3. Allow use of Peace in the Valley Lutheran Church parking spaces for the disaster event.
4. Provide facilities as long as emergency situation warrants and suspend regularly scheduled Peace in the Valley Lutheran Church functions, if necessary, for the duration of the emergency.
5. Provide facilities to include, but not be limited to, a site with adequate space, utilities, sanitation, and sheltering ability to support emergency services for mass emergency events in Cochise County.
6. Cooperate with partner disaster relief organizations aiding County emergency management in response efforts (i.e.: American Red Cross, Salvation Army, etc.)

C. Term

The initial term of this MOU shall be for five (5) years, and the agreement shall be automatically renewed for additional five (5) year periods at the end of each five (5) year term, unless otherwise terminated pursuant to paragraph E.

D. Agreement Amendment

The parties to this MOU may amend, modify, or supplement this MOU in writing at any time by mutual consent. All other unaffected provisions set forth in this MOU shall remain in effect.

E. Termination

Either party may terminate this MOU at any time, with thirty (30) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address.

F. Insurance

The County agrees to maintain liability insurance coverage, and to immediately inform the other party of a cancellation or decrease in coverage. The Peace in the Valley Lutheran Church agrees that it will maintain all existing liability insurance coverage for all of its personnel, land, buildings, equipment and physical assets applicable to the function of this MOU during the time when this MOU is in force and utilized.

G. Indemnity

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this MOU.

H. Licensure

The Peace in the Valley Lutheran Church agrees to maintain all current licenses and permits applicable to the function of this MOU during the time when this MOU is in force and utilized. If required, County shall obtain emergency licenses or permits required for its operations.

I. Miscellaneous Provisions

1. **Assignment.** This MOU is non-assignable in whole or in part by either party without the written consent of the other party.
2. **Authority of Signatory.** Each individual executing this MOU on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the County or the Peace in the Valley Lutheran Church.
3. **Cancellation.** This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
4. **Entire Agreement.** This MOU and any attachments represent the entire agreement between the parties and supersede all prior negotiations,

representations or agreements, whether express or implied, written or oral.

5. **Governing Law and Venue.** The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
6. **Incorporation of Documents.** All documents referred to in this MOU are hereby incorporated by reference into the MOU.
7. **Integration.** This MOU contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written MOU and signed by both parties shall be valid or binding.
8. **No Third Party Beneficiaries.** Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this MOU.
9. **Notices.** Any notice or demand under this MOU from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

County

**Cochise County Office
of Emergency Services
1415 Melody Lane
Bisbee, AZ 85603
(520) 432-9220**

**Peace in the Valley Lutheran
Church**

PO. BOX 2467
BENSON AZ 85602

10. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this MOU, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this MOU.
11. **Severability.** The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.
12. **Waiver of Terms and Conditions.** The failure of either party to insist on any one or more instances of performance of any of the terms of conditions of this MOU or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date and year specified below.

DATED: _____

COCHISE COUNTY:

 PATRICK CALL, Chairperson
 Board of Supervisors

ATTEST:

 Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

 Terry Bannon, Deputy County Attorney

DATED: _____

Peace in the Valley Lutheran Church:

John A. Harvath

 Signature

PITV CHURCH - TRUSTEE

 Name/Title

1/13/2015

Regular Board of Supervisors Meeting

Meeting Date: 02/10/2015

Demands

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 02/10/2015

Approve the Sale of One Used Fleet Vehicle

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: **Recommendation:**

Document Signatures: **# of ORIGINALS** 0

Submitted for Signature:

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

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the sale of one used fleet boot tractor/truck #2574 declared surplus by the Procurement Department Property Manager to the City of Tombstone for the amount of \$5,500.

Background:

In accordance with ARS§11-251 a County may with unanimous consent of the Board and without a public auction, sell County property to any other duly constituted governmental entity. The Property Manager has made the determination that \$5,500 is a reasonable offer based on current market conditions and what this equipment would expect to sell for through the County public surplus auction process.

Department's Next Steps (if approved):

Prepare bill of sale, collect \$5,500, and deposit the money into the general fund.

Impact of NOT Approving/Alternatives:

The City of Tombstone would have to bid on the vehicle at public auction.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Photos









CALLING TWO SWITCHES
MASTER POWER
CALLING TWO SWITCHES
MASTER POWER

CALLING TWO SWITCHES
MASTER POWER
CALLING TWO SWITCHES
MASTER POWER

MASTER POWER

CHARGE TANK LEVEL

LEFT WING

RIGHT WING

MAIN BAR

LEFT WING RAISE

RIGHT WING RAISE

LOAD RATE

SPRAY RATE

BAR LATCH

SUCTION RETURN VALVE

SHIFTER

HYD OIL

HIGH TEMP

SPRAY RATE

LOAD RATE

U.S. PATENT & TRADE MARK

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 02/10/2015

Sale of property to Benson

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation Recommendation: Approve

Document Signatures: BOS Signature Required # of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Michael J. Ortega TITLE of PRESENTER: County Administrator

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the sale of parcel 123-22-143 to the City of Benson, as requested by their council per ARS 42-18303.E for transportation and access purposes.

Background:

The City of Benson has asked to purchase this tax deed parcel for right of way on an existing street. Pursuant to ARS 42-18303.E the Board of Supervisors may sell a tax deed parcel to a city "for a public purpose related to transportation or flood control." Mr. Ortega has asked the City to pay \$10 as consideration, which would be apportioned among taxing entities in the same way as parcels that are auctioned.

Department's Next Steps (if approved):

Record Deed and send to the City of Benson.

Impact of NOT Approving/Alternatives:

The City of Benson will not own the right of way parcel, which gives citizens access to their properties.

To BOS Staff: Document Disposition/Follow-Up:

Record Deed.

Attachments

- Benson Resolution
- Deed for Land 123.22.143

RESOLUTION 4-2015

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, REQUESTING OF COCHISE COUNTY THAT IT SELL PROPERTY (TPN 123-22-143) TO THE CITY OF BENSON

WHEREAS, tax parcel 123-22-143 (the “Property”) was a privately-owned parcel that lies within the City of Benson’s corporate limits and has for many years allowed various City residents to access their homes;

WHEREAS, Cochise County recently became the owner of the Property after the prior registered owner failed to pay property taxes on the parcel;

WHEREAS, the Property has little value other than to continue to serve as right of way for the affected City residents;

WHEREAS, the City is authorized by the Arizona Constitution to condemn private property for public purposes, including for the purpose of constructing public roadways;

WHEREAS, in lieu of exercising its eminent domain powers, the City is interested in purchasing the Property from Cochise County for a nominal charge; and

WHEREAS, should Cochise County accept the City’s offer to sell the Property to the City, the City will restrict the use of the Property.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Benson, Arizona as follows:

1. That this Resolution reflect the intention of the City of Benson to ask Cochise County to sell tax parcel 123-22-143 to the City;
2. That the City is hereby authorized to pay Cochise County \$10 to purchase the Property;
3. That the City Manager is hereby authorized to negotiate any other reasonable terms the County requires to complete the purchase and sale of the Property;
4. That the City accept the Property and not use it for any other purposes other than as right of way, at least until other legal access may be established in favor of the affected City residents or for a period of ten years, whichever is shorter; and

5. Should the purchase be completed, the Property shall be a Primitive Road within the meaning of A.R.S. § 28-6706 until the City reconsiders such status.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 26th day of January, 2015.



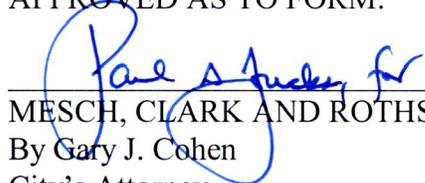
TONEY D. KING, SR., Mayor

ATTEST:



VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:



MESCH, CLARK AND ROTHSCHILD, P.C.

By Gary J. Cohen
City's Attorney

Regular Board of Supervisors Meeting

Meeting Date: 02/10/2015

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

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

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

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

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

LPC Agenda

COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE

AGENDA

January 30, 2015

Teleconference 1-866-228-9900

Access Code 326208#

[Web Link](#)

County Supervisors Association

1905 W. Washington St.

Phoenix, AZ

9:00 a.m. Call to Order ~ ~~President Clint Hickman~~ Vice President Mandy Metzger

- A) Governor's Budget Recommendation Report / JLBC Baseline Budget – **Small Group Meetings began in earnest this week. One source of contention is the difference of revenue projections between the Governor Ducey's Budget and the JLBC Baseline. Another is the lower case-load projections in the Executive's Budget. This leads to some arguing for more drastic cuts to Governor Ducey's budget than already in place to account for "optimistic" outlooks. Finally, there is some push-back on the VLT increase as a "tax hike." Compiled together, CSA remains exposed should those advocating for greater program cuts or shifts win the day. Our next steps in advocacy include collateral pieces that we'll distribute Monday. Please continue to create pressure on your delegation to protect county taxpayers.**
- B) Transportation Advocacy – **County representatives gave presentations to the House Transportation Committee this past week. The presentations focused on the county transportation "network" as it relates to economic development, the role that tourism plays and the willingness, with an appropriate strategy, that the public will pay transportation costs. The committee was engaged and received the county information very well. CSA is working to schedule a similar presentation to the Senate Transportation Committee in the coming weeks.**
- C) CSA Legislative Agenda
- 1) [HB 2349 flood control districts; administrative enforcement](#) (Fann) – **The measure streamlines Flood Control District administrative hearing processes. The measure is scheduled for a hearing in Rural Affairs and Economic Development on Tuesday February 3rd.**
 - 2) [HB 2363 county contributions; hospitalization; medical; repeal](#) (Thorpe) – **The measure repeals the DUC Pool County Contributions. The measure is scheduled for a hearing in House Counties and Municipal Affairs on Monday, February 2nd.**
 - 3) [HB 2490 sexually violent persons; reimbursement; repeal](#) (Carter) – **The measure reverts the costs of housing and treating SVPs back to the state. It's assigned to the House County and Municipal Affairs Committee.**
 - 4) [SB 1145 restoration to competency; state costs](#) (Griffin) - **Removes post-conviction RTC patients at ASH from the population counties are required to pay for. DHS has agreed that they can absorb the lost revenue and are even exploring alternative options related to mental health designations that could lead to a permanent solution.**
 - 5) **resources for juvenile dependency representation (TBD)**
 - 6) [SCM 1010 PILT program; SRS; full funding](#) (Griffin) - **Urge congress to provide full long-term funding for the PILT program; immediately reauthorize SRS funding for FY2014 and FY2015**

and work towards a long-term solution; to work with state and county governments to identify and implement policies to promote economic development on, or associated with federally managed lands. There is a drafting error on page 2 line 16 which will be fixed by an amendment in committee.

D) Legislative Bills for Discussion

- 1) [HB 2133 countywide elections; vote by mail](#) (Shope) - The measure permits a county BOS to adopt an all mail election for that county. Following last week's board meeting, several supervisors expressed confusion and sought clarification on the process. CSA will re-examine the issue at next month's CSA Board Meeting for possible reconsideration.
- 2) [HB 2209 government-owned real property; annual report](#) (Finchem) - Requires counties, and cities and towns to publish a report, by June 30 of each year, detailing the location, fair market value, and tax valuation of each parcel of real property owned by the political subdivision. The word coming out of the House research staff is that this someone made a public records request of a city or town or county to obtain this information and they feel they did not receive all the info the asked for.
- 3) [HB 2212 licensing; accountability; enforcement; exceeding regulation](#) (Petersen) - Similar to last year's proposal, the measure establishes a process where county personnel can be sued if they are thought to be enforcing a regulation or engaging in conduct not specifically authorized in state statute. There is significant concern with the costs to the county and to the threat of frivolous or vexatious lawsuits. - OPPOSE
- 4) [HB 2213 inspections; audits; notice; rights](#) (Petersen) – Establishes “Miranda” type warnings for inspections by state agencies. As crafted, county personnel are concerned the measure seems to infringe on their ability to simply “talk” or interact with constituents in a less-than-antagonistic manner. Contains provisions granting an individual under suspicion the ability to edit witness statements.
- 5) [HB 2245 county floodplain regulations; mobile homes](#) (Ackerley) - This measure alters the county flood control district board regulations for mobile homes, specifically those built/installed to replace those located in a floodplain since August 3, 1984. The measure specifies requirements for the structures, but they are problematic as they are below FEMA approved levels, possibly removing the ability of these homeowners to obtain flood insurance. - OPPOSE
- 6) [HB 2310 mental health courts; establishment](#) (E. Farnsworth) - This measure permits the establishment of mental health courts, and for counties with fewer than 250,000 persons, allows courts to enter into agreements with other courts to provide the service across county lines. Counties have the authority to establish the mental health courts currently, but the intergovernmental agreements component of the bill is new.
- 7) [HB 2523 towed vehicles; local authority](#) (Gray) – Prohibits political subdivisions from establishing rules that more stringent than those in state statute.
- 8) [HB 2527 prohibited laws; rules; ordinances; firearms](#) (Kern) - This measure prohibits state agencies and political subdivisions from enacting or implementing laws, rules and ordinances regarding the transfer of firearms.
- 9) [SB 1072 local planning; residential housing; prohibitions](#) (Smith) – Attempts to prohibit political subdivisions from requiring developers to set aside any portion of their development for low income housing. As written, the potential for unintended consequences is huge. The proponents of the measure are willing to discuss crafting alternative language if possible, to address concerns. CSA will begin participating to discuss potential amendments to the measure.

- 10) [SB 1108 task force; gas tax replacement](#) (Farley) - Establishes the Highway User Fee Replacement Task Force to identify a transportation revenue stream, or streams, to replace the gas tax and use fuel tax. The membership (24 members) will include two legislators (one each from the House and the Senate), a member of county government and a member of municipal government. The rest of the membership is divided among the other stakeholder groups (i.e. trucking, road construction, ADOT). Each membership specification has a provision mandating the area of the state they must be chosen from. The breakdown of the task force is:
- 50% from Maricopa County
 - 25% from Pima County
 - 25% from outside Maricopa and Pima counties
- The term of appointment is four years, except when a legislative or other elected member ceases to be an elected official. Task Force members would be entitled to per diem. By December 15, 2016 the Task Force will design pilot programs to test alternative approaches and has a delayed repeal date for the Task Force of September 30, 2025.
- 11) [SB 1202 county zoning ordinance; noise limitation](#) (Pierce) – Grants county's greater zoning authority for excessive noise.
- 12) [SB 1204 property tax; assessment of greenhouses](#) (Pierce) - Requires greenhouses that are at least 100,000sqft and used for growing and processing vegetables be classified as Agricultural Personal Property Class 02(P). This has a practical effect of lowering the taxable value of any qualifying greenhouses substantially. - OPPOSE
- 13) [SB 1224 municipalities; counties; prohibited security requirements](#) (Kavanagh) – Prohibits a county from establishing an ordinance or other requirement that a business implement security measures based on a series of criteria. As crafted, some interpret the measure as outlawing a county's planning and zoning statute.

E) Next Meeting Date and Time (Friday, February 6, at 9:00 a.m.)

F) Other Business

G) Adjourn