

PURSUANT TO A.R.S. SECTION 38-431 THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA. THE AGENDA IS AS FOLLOWS:**

REGULAR MEETING - TUESDAY, September 21, 2010 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

0 Gila County Attorney Daisy Flores will present Globe Police Department Officer Danny Rice with the Officer of the Quarter Award.

A Presentation of the Globe Boys & Girls Club's update on its 2010 Summer Program, with consideration to adopt Proclamation No. 10-08 to proclaim Friday, September 24, 2010, as Boys & Girls Clubs Day for Kids in Globe. **(Russ Fetterman)**

3 **PUBLIC HEARINGS:**

A **Public Hearing** - Information/Discussion/Action to consider granting the transfer of a non-exclusive 15-year water franchise license from Bonita Creek Land and Homeowner's Association to William Glaunsinger d/b/a Bonita Creek Property and Preservation Association. **(Marian Sheppard/Bryan Chambers)**

B **Public Hearing** - Information/Discussion/Action to adopt Resolution No. 10-09-01 approving Planning and Zoning Department Case #LURPP 2010 Amendment, which complies with the requirements of the 2010 State of Arizona SH/HB 1398 as it relates to Federal and State management of land and resources.
(Bob Gould)

C **Public Hearing** - Information/Discussion/Action to adopt Resolution No. 10-08-01 approving Planning and Zoning Department Case Z-10-01, in which Neal Nelson, Applicant for owner Milo LeBaron, is requesting a change in zoning from R1-D35 (Residence One with the Density of 35,000 sq. ft) to R1-D35 w/PAD (Residence One with the Density of 35,000 sq. ft with a Planned Area of Development) for Gila County Assessor's Tax Parcel 301-03-015A, Section 29, T12N, R8E located at 9597 W. Juniper in Strawberry, AZ. **(Bob Gould)**

D **Public Hearing** - Information/Discussion/Action to adopt Resolution No. 10-08-02 for Planning and Zoning Department Case No. CUP-10-02, an application filed by Salado Properties for owner Jennifer King, which is a request for construction of a restaurant, Lake House Grill, to be located on Hwy 188 (across from the currently open Lake House Grill), Gila County Assessor's Tax Parcel 204-06-005E, Sec. 15, T3N, R13E. (The Board of Supervisors may consider adopting this Resolution with a stipulation that 8 conditions be included as recommended by the Planning and Zoning Department.)
(Bob Gould)

4 **REGULAR AGENDA ITEMS:**

- A Information/Discussion/Action to authorize the Gila County Rabies Control Department to submit a Grant Application in the amount of \$9,940 to the Arizona Companion Animal Spay and Neuter Committee to provide low cost spay/neuter services to qualified individuals in Gila County. **(John Castaneda)**
- B Information/Discussion/Action to approve Professional Services Contract 1005.221/8-2011 between Gila County and Northstar Survey, Inc. (Surveyor) whereby the Surveyor will provide GPS surveying services for the Town of Star Valley G.P.S. project. **(Steve Stratton)**
- C Information/Discussion/Action to approve Professional Engineering Services Contract 6510.526.REC04/8-2010 between Gila County and C.L. Williams Consulting, Inc., whereby engineering services will be provided for the Pine Creek Canyon Road Project in the amount of \$68,382.00 from September 21, 2010, to June 30, 2011. **(Steve Stratton)**
- D Information/Discussion/Action to approve Order No. LL-10-04, an application submitted by Lisa Bramoff for a person to person transfer of a Series 6 bar license at The Strawberry Bear located in Strawberry, Arizona. **(Marian Sheppard)**

5 **CONSENT AGENDA ACTION ITEMS:**

- A Approval of an Intergovernmental Agreement (ADES Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors in the amount of \$2,632,208 (Adult - \$642,076, Youth - \$595,639, Dislocated Worker - \$1,393,492) to provide Workforce Investment Act services to eligible Youth, Adults and Dislocated Workers in the Gila/Pinal Local Workforce Investment Area for the period April 1, 2010, through June 30, 2013.
- B Approval of an Order to cancel elections and appoint governing board members to the fire districts, water districts, wastewater districts, sanitary districts, school districts and technological districts named in the Order.
- C Approval of Amendment No.2 for a price increase to Contract 120307-2-Pavement Marking between Gila County and Traffic Safety Inc. whereby the Contractor provides pavement marking on County roads.
- D Approval of FY11DGVCC Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program Grant Adjustment Notice (Grant No. DC-10-036/Adjustment No. 1) advising of the renewal of a grant agreement between the Arizona Criminal Justice Commission and the Gila County Sheriff's Office in the amount of \$344,288 for a total adjusted grant award amount of \$688,576 and extending the grant agreement expiration date from June 30, 2010, to June 30, 2011. All funds will be utilized by the Gila County Drug, Gang and Violent Control Task Force.
- E Approval of personnel reports/actions for the weeks of September 14, 2010, and September 21, 2010.
- F Approval of finance reports/demands/transfers for the weeks of September 14, 2010, and September 21, 2010.

- 6 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.
- 7 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

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

Presentation Agenda Item Item #: 2- 0

Regular BOS Meeting

Date: 09/21/2010

Submitted For: Daisy Flores, Submitted By: Sharon Listiak, County Attorney
County Attorney
Department: County Attorney
Presenter's Name: Daisy Flores

Information

Request/Subject

Gila County Attorney Daisy Flores will present Globe Police Department Officer Danny Rice with the Officer of the Quarter Award.

Background Information

Gila County Attorney Daisy Flores will present Globe Police Department Officer Danny Rice with the Officer of the Quarter Award.

Evaluation

Gila County Attorney Daisy Flores will present Globe Police Department Officer Danny Rice with the Officer of the Quarter Award.

Conclusion

Gila County Attorney Daisy Flores will present Globe Police Department Officer Danny Rice with the Officer of the Quarter Award.

Recommendation

Gila County Attorney Daisy Flores will present Globe Police Department Officer Danny Rice with the Officer of the Quarter Award.

Suggested Motion

Gila County Attorney Daisy Flores will present Globe Police Department Officer Danny Rice with the Officer of the Quarter Award.

Regular BOS Meeting

Date: 09/21/2010

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name: Russ Fetterman

Information

Request/Subject

Boys & Girls Club of Globe-Summer Program update & adoption of Proclamation No. 10-08 proclaiming September 24, 2010, as Boys & Girls Clubs Day for Kids in Globe.

Background Information

The Boys & Girls Clubs across America each year promote a "Day for Kids" event. The Globe Boys & Girls Club will be conducting its second "Day for Kids" event this year. At last year's local event, over 600 area kids attended this celebration that was held at the Apache Gold Casino.

Evaluation

The Board of Supervisors would be interested in receiving an update from Russ Fetterman on the Boys & Girls Club's 2010 Summer Program and it would consider adopting a proclamation in support of the Club's second "Day for Kids" event to be held on September 24, 2010.

Conclusion

The Boys & Girls Club organization provides many benefits to children in the local community and it would be beneficial to receive a report from Russ Fetterman on the Club's Summer Program activities for 2010.

This organization would benefit by receiving support from local government agencies to promote this upcoming event by having the Board of Supervisors adopt a proclamation in support of the "Day for Kids" celebration to be held in the local community on September 24, 2010.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation No. 10-08 in support of the September 24, 2010, local "Day for Kids" event.

Suggested Motion

Presentation of the Globe Boys & Girls Club's update on its 2010 Summer Program, with consideration to adopt Proclamation No. 10-08 to proclaim Friday, September 24, 2010, as Boys & Girls Clubs Day for Kids in Globe. **(Russ Fetterman)**

Attachments

Link: R. Fetterman's 9/21 BOS Mtg Request

Link: Proclamation No. 10-08

Sheppard, Marian

From: McDaniel, Don
Sent: Friday, September 10, 2010 9:33 AM
To: Sheppard, Marian
Subject: RE: Board presentation

Marian,

I think the Board is open to considering a proclamation for a Day for Kids as well as hearing their update report on their summer programs. Please follow up with Russ to get it on the agenda of 9/21/10 per his request.

Don't respond. Have a nice day off. Thanks,

Don

From: Russ Fetterman [mailto:Russ.Fetterman@swgas.com]
Sent: Thursday, September 09, 2010 8:06 PM
To: McDaniel, Don; Sheppard, Marian
Cc: Sabrina Jones; mickie nye
Subject: RE: Board presentation

Thanks Marian and Don,

One more item. Do you think it would be possible for the board to consider approval of a "Day for Kids" proclamation with this presentation? This is a nation wide event presented yearly by the national Boys & Girls Club organization. I will send a proposed proclamation for review, similar to the one the Globe City Council approved last year. Our local second annual "Day For Kids" will be held from 12:30 to 5:30 on Friday, September 24 at the clubhouse at the community center. Sabrina will give the board a review of last years Day For Kids celebration that was held at the arena at the Apache Gold Casino in which over 600 area kids attended, along with a review of the Summer program. We just had a planning meeting for this last night and thought this would be good timing to present this to the board for consideration. Could you please let me know if the board would consider this also? We will make sure to give you a copy of the presentation for the minutes along with the proclamation before hand.

Thanks

Russ

>>> "Sheppard, Marian" <msheppa@co.gila.az.us> 9/9/2010 9:43 AM >>>

Don,

Thanks!

Hi Russ,

Please let me know if you will have a PowerPoint presentation and, if so, please email that to me. If you have it to me by no later than September 15th, I can attach it to the agenda item for the Board to see and also the public. If you would prefer to just present the information at the time of the meeting, that is fine except that I will still need a copy of the presentation for Marilyn to use when writing her meeting minutes.

As always, please try to limit your presentation to no longer than 15 minutes.

Regards,

Marian

From: McDaniel, Don
Sent: Thursday, September 09, 2010 9:23 AM
To: Sheppard, Marian
Subject: RE: Board presentation

Marian,

I approve. ☺

Don

From: Sheppard, Marian
Sent: Thursday, September 09, 2010 8:59 AM
To: Russ Fetterman
Cc: McDaniel, Don
Subject: RE: Board presentation

Hi Russ,

We've changed the Board's meeting schedule to two regular board meetings per month and two work sessions. I'm just sending out a notice cancelling the 9/14 work session as there were no items submitted, but we are having a regular meeting on 9/21. I am copying County Manager Don McDaniel, Jr. to obtain his approval for 9/21 and I will get back with you shortly. I don't foresee any problem with that date unless I hear otherwise.

Regards,

Marian

P.S. Don - please let me know if you approve..thanks, M

From: Russ Fetterman [mailto:Russ.Fetterman@swgas.com]
Sent: Thursday, September 09, 2010 7:15 AM
To: Sheppard, Marian
Cc: Sabrina Jones
Subject: Board presentation

Good morning Marian,

Would it be possible for the Boys & Girls Club to be put on the BOS agenda either 9/14 or 9/21 to do an update of their Summer program for the board? Please let me know and thanks!

Russ

The information in this electronic mail communication (e-mail) contains confidential information which is the property of the sender and may be protected by the attorney-client privilege and/or attorney work product doctrine. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorized by the sender. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution of the contents of this e-mail transmission or the taking or omission of any action in reliance thereon or pursuant thereto, is prohibited, and may be unlawful. If you received this e-mail in error, please notify us immediately of your receipt of this message by e-mail and destroy this communication, any attachments, and all copies thereof.

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Thank you for your cooperation.

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Southwest Gas Corporation does not guarantee the privacy or security of information transmitted by facsimile or other unsecure electronic means. By choosing to send or receive confidential or personal identifying information via facsimile or unencrypted e-mail, you

consent to accept any associated risk.

Thank you for your cooperation.

When recorded deliver to:

**Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors**



CAPTION HEADING:

**Proclamation No. 10-08, Boys & Girls Clubs Day for
Kids in Globe on September 24, 2010.**

DO NOT REMOVE

This is part of the official document

BOYS & GIRLS CLUBS
Day for Kids

Gila County Board of Supervisors Proclamation No. 10-08

*Whereas,
the children of Globe, Arizona
are the foundation on which our future success is built; and*

*Whereas,
children seek parents, mentors and friends
to aid them in reaching important goals; and*

*Whereas,
families and communities play vital roles in helping children develop
a positive self image, sense of belonging and a sense of competence; and*

*Whereas,
Boys & Girls Clubs Day for Kids is a special day set aside in September
to encourage and remind adults that the meaningful time
they share with children is important to their development; and*

*Whereas,
the Boys & Girls Clubs Day for Kids Honor Roll, comprised of Boys & Girls Clubs of America,
and other youth serving organizations, together reach millions of youth
via their services and community involvement; and*

*Whereas,
Boys & Girls Clubs Day for Kids emphasizes the importance of meaningful time
spent with kids on this Day and every day, all year long;*

*Whereas,
the Boys & Girls Clubs Day for Kids Honor Roll is working to establish
Boys & Girls Clubs Day for Kids on the national calendar.*

*Now Therefore,
we, the Gila County Board of Supervisors, do hereby proclaim
Friday, September 24, 2010, as Boys & Girls Clubs Day for Kids in Globe.*

*And call upon all citizens to join with us in recognizing and commending
the Boys & Girls Clubs Day for Kids Honor Roll organizations in our area for providing their
contributions and commitment to improving the lives of the children and young
adults in our communities.*

PASSED AND ADOPTED this 21st day of September 2010.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Chief Deputy Clerk

Michael A. Pastor, Chairman

Regular BOS Meeting

Date: 09/21/2010

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name: Marian Sheppard

Information

Request/Subject

Water Franchise Transfer Application-from Bonita Creek Land & Homeowner's Association to Bonita Creek Property and Preservation Association.

Background Information

On February 3, 1992, the Board of Supervisors adopted Resolution No. 92-2-1, transferring a water franchise from Rancho Bonita Water Company to the Bonita Creek Land & Homeowner's Association (BCLHA), which allowed BCLHA to operate the Bonita Creek Water Company in order to provide water to the Water Company's customers within the Bonita Creek franchised area. Also related to that transfer, the Arizona Corporation Commission (ACC) on May 22, 1991, approved the sale of utility assets and transfer of the Certificate of Convenience and Necessity (CC&N) from Putnam-Graham Properties dba Bonita Water Company to BCLHA.

On July 27, 2010, the Board of Supervisors accepted an application submitted by William Glaunsinger to transfer a water franchise from BCLHA to Bonita Creek Property and Preservation Association at which time an internal process of the application commenced with a public hearing set for this date. Obtaining a franchise from the local governing body is an ACC requirement for the process to apply for the sale of utility assets and transfer of the CC&N.

Evaluation

William Glaunsinger has met all Gila County requirements with regard to the application he submitted to the Chief Deputy Clerk for the transfer of a water franchise license. The Chief Deputy Clerk has also received correspondence from John and Vickie Goulette and Jesus and Lindo Soto, Bonita Creek property owners, who are formally opposing said water franchise transfer. Numerous supporting documents were also submitted with their letter to include a list with the signatures of 11 other property owners who are in opposition to this transfer.

All opposing parties believe that Mr. Glaunsinger acted on his own to change the name of the BCLHA even though he stated that the members of the BCLHA approved the name change. The opposing parties' letter states, "Mr. Glaunsinger decided to change the name of our homeowners association and did so without membership approval as clearly stated was necessary in our by-laws. The membership in the Bonita Creek Land & Homeowners Association was illegally taken, along with their bank accounts, and then efforts were then taken by Mr. Glaunsinger to cover up this little mistake by falsifying documents and lying."

At the time this item was submitted for the 9/7/10 Board meeting, the Chief Deputy Clerk is awaiting the documents Mr. Glaunsinger wants to provide which he believes shows that the name change was approved by the membership and was legal.

Conclusion

The opposing parties, represented by John Goulette, have submitted documentation which they believe supports their statement. They have also filed an official complaint to the ACC in opposition to a transfer of assets and CC&N to Bonita Creek Property and Preservation Association. Since this has become a legal issue, the Chief Deputy Clerk will defer to Bryan Chambers, Chief Deputy County Attorney, for a recommendation of approval or disapproval by the Board of Supervisors.

Recommendation

Until Mr. Glaunsinger has an opportunity to present his information and the opposing parties also have that same opportunity along with an opinion presented by Mr. Chambers, the Chief Deputy Clerk will not offer a recommendation of approval/disapproval to the Board of Supervisors at this time.

Note: If the Board of Supervisors takes an action to grant the transfer of this water franchise, the Chief Deputy Clerk intends to follow up at the next regular Board meeting with a request of the Board of Supervisors to adopt a Resolution which transfers the water franchise effective of the date of the Board's official action (9/21/10), or will proceed in a manner as directed by Mr. Chambers.

Suggested Motion

Public Hearing - Information/Discussion/Action to consider granting the transfer of a non-exclusive 15-year water franchise license from Bonita Creek Land and Homeowner's Association to William Glaunsinger d/b/a Bonita Creek Property and Preservation Association. **(Marian Sheppard/Bryan Chambers)**

Attachments

Link: [Bonita Creek Water Franchise Transfer Application by Wm. Glaunsinger](#)

Link: [Bonita Creek Public Hearing Notice](#)

Link: [Bonita Creek Opposing Parties' Submittal \(1\)](#)

Link: [Bonita Creek Opposing Parties-Addtl. Info. \(2\)](#)

Link: [Bonita Creek Opposing Parties-Addtl. Info. \(3\)](#)

July 1, 2010

Marian Sheppard, Chief Deputy clerk
Gila County Board of Supervisors
1400 e. Ash St
Globe, AZ 85501

Dear Marian,

Please find enclosed the Bonita Creek Property and Preservation Association application for Gila County water franchise transfer. I apologize for the delay in submitting this application but as I mentioned in my last conversation the recent death of my father-in-law has consumed the past few weeks of my time. Please let me know if you need any further information.

Sincerely,

A handwritten signature in cursive script that reads "Bill".

William Glaunsinger President BCPA

**APPLICATION FOR TRANSFER OF WATER UTILITY FRANCHISE
FROM BONITA CREEK LAND AND HOMEOWNERS ASSOCIATION
TO BONITA CREEK PROPERTY AND PRESERVATION ASSOCIATION**

- ✓ 1. Applicant name, address and telephone number:

Bonita Creek Property and Preservation Association
251 N. Big Als Run
Payson, AZ 85541
(928) 472-7526

✓ Applicant is a corporation. See attachment #1 for the most recent annual report filed with the Arizona Corporation Commission (ACC).

✓ 2. Bonita Creek Property and Preservation Association (BCPPA), which is the new name of the Bonita Creek Land and Homeowners Association (BCLHOA), will be the only owner. Associated with this name change, the Association has applied to the ACC for approval of the sale of assets and transfer of certificate of convenience and necessity on April 15, 2010. Before acting on this application, the ACC requires a copy of the transfer of Franchise from BCLHOA to BCPPA.

✓ 3. See profit and loss statements for 2009 for BCPPA and the Bonita Water Company (BWC), which is owned and operated by BCPPA, in attachment #2.

✓ 4. The Service Area for BWC is Bonita Creek subdivision, Bonita Creek Ranch subdivision and Bonita Creek Ranch 2 subdivision. See attachment #3 for maps and legal descriptions.

✓ 5. N/A. There is no proposed line extension.

✓ 6. N/A.

✓ 7. The system currently operated by BWC supplies potable water to 45 domestic service connections through a combination of galvanized and PVC pressurized water mains. Of the 45 service connections, only 8 are full time residents. The water is pumped from Bonita Creek, chemically treated, and then pumped to a storage tank located on a 50ft x 50ft tank site, after which it is gravity fed to water customers. BWC maintains one 10,000 gallon storage tank, and a second 10,000 gallon storage tank has been purchased and will be installed in the near future. The on-site water distribution and treatment operator is aware of technological advances and implements them when possible.

✓ 8. The Association has owned and operated the system since 1991 and has made several improvements to the original system.

✓ 9. N/A.

and Bonita Creek
Unit Two
subdivision
per map
verified
w/
B.
Glauwinger

TO: Public Service Corporations (Water Utilities)

FROM: Director, Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

RE: UTILITIES DIVISION ANNUAL REPORT, CALENDAR YEAR ENDING
DECEMBER 31, 2009

Enclosed is the Utilities Division Annual Report form for the calendar year ending December 31, 2009.

All public service corporations must file a Utilities Division Annual Report with the Commission pursuant to the Constitution of the State of Arizona, Article 15, Section 13; Arizona Revised Statutes, Section 40-204; and Commission Rules contained in the Arizona Administrative Code.

The Annual Report must be completed and filed by **April 15, 2010**. Failure to file an Annual Report by this date will result in the issuance of a complaint and order to show cause resulting in administrative fines. If you require additional time to file your Annual Report, you may make a request to the Commission by addressing a letter to:

**Arizona Corporation Commission
Compliance Section - Utilities Division
1200 West Washington Street
Phoenix, Arizona 85007**

However, you must still file the "VERIFICATION AND SWORN STATEMENT" and the "VERIFICATION AND SWORN STATEMENT RESIDENTIAL REVENUE" forms from the back of the Annual Report form by **MAY 1, 2010**, pursuant to Arizona Revised Statute 40-401.

Mail or deliver the completed Annual Report to:

**Arizona Corporation Commission
Compliance Section - Utilities Division
1200 West Washington Street
Phoenix, Arizona 85007**

ARIZONA CORPORATION COMMISSION
UTILITIES DIVISION

ANNUAL REPORT MAILING LABEL – MAKE CHANGES AS NECESSARY

W-02195A
Bonita Creek Property & Preservation Association
c/o Lita Washburn
251 N. Big Al's Run
Payson, Arizona



ANNUAL REPORT
Water

FOR YEAR ENDING

12	31	2009
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FOR COMMISSION USE

ANN 04	09
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COMPANY INFORMATION

Company Name (Business Name) Bonita Creek Water Company owned by Bonita Creek Property & Preservation Association

Mailing Address 251 N. Big Al's Run
Payson, Arizona 85541

928-474-1893
Telephone No. (Include Area Code)

928-472-7526 (Call first)
Fax No. (Include Area Code)

Cell No. (Include Area Code)

Email Address: wglaunsinger@yahoo.com

Local Office Mailing Address 251 N. Big Al's Run
(Street)

Payson
(City)

Arizona
(State)

85541
(Zip)

928-472-7526
Local Office Telephone No. (Include Area Code)

928-472-7526 (call first)
Fax No. (Include Area Code)

928-978-2637
Cell No. (Include Area Code)

Email Address: campobear39@yahoo.com

MANAGEMENT INFORMATION

☐ **Regulatory Contact:**

☒ **Management Contact:**

Karl Kolhloff
(Name)

Water Director
(Title)

251 N. Big Al's Run
(Street)

Payson
(City)

AZ
(State)

85541
(Zip)

602-723-8303

928-472-7526 (CALL FIRST)

Telephone No. (Include Area Code)

Fax No. (Include Area Code)

Cell No. (Include Area Code)

Email Address: campobear39@yahoo.com

On Site Manager:

Doyle Warner
(Name)

251 N. Big Al's Run
(Street)

Payson
(City)

AZ
(State)

85541
(Zip)

Telephone No. (Include Area Code)

Fax No. (Include Area Code)

Cell No. (Include Area Code)

Email Address

Statutory Agent:**Lita Washburn**

(Name)

442 N. Myrtle Point Trail

(Street)

928-472-7526

Telephone No. (Include Area Code)

Payson

(City)

928-472-7526 (call first)

Fax No. (Include Area Code)

AZ

(State)

85541

(Zip)

928-978-2637

Cell No. (Include Area Code)

Attorney: _____

(Name)

(Street)

(City)

(State)

(Zip)

Telephone No. (Include Area Code)

Fax No. (Include Area Code)

Cell No. (Include Area Code)

Email Address _____**OWNERSHIP INFORMATION**

Check the following box that applies to your company:

☐ **Sole Proprietor (S)**☒ **C Corporation (C) (Other than Association/Co-op)**☐ **Partnership (P)**☐ **Subchapter S Corporation (Z)**☐ **Bankruptcy (B)**☐ **Association/Co-op (A)**☐ **Receivership (R)**☐ **Limited Liability Company**☐ **Other (Describe)** _____**COUNTIES SERVED**

Check the box below for the county/ies in which you are certificated to provide service:

☐ **APACHE**☐ **COCHISE**☐ **COCONINO**☒ **GILA**☐ **GRAHAM**☐ **GREENLEE**☐ **LA PAZ**☐ **MARICOPA**☐ **MOHAVE**☐ **NAVAJO**☐ **PIMA**☐ **PINAL**☐ **SANTA CRUZ**☐ **YAVAPAI**☐ **YUMA**☐ **STATEWIDE**

COMPANY NAME **Bonita Creek Property and Preservation Association**

UTILITY PLANT IN SERVICE

Acct. No.	DESCRIPTION	Original Cost (OC)	Accumulated Depreciation (AD)	O.C.L.D. (OC less AD)
301	Organization	207		207
302	Franchises			
303	Land and Land Rights			
304	Structures and Improvements	14,061	5,648	8,413
307	Wells and Springs			
311	Pumping Equipment	2,291	1,056	1,235
320	Water Treatment Equipment	6,637	5,104	1,533
330	Distribution Reservoirs and Standpipes			
331	Transmission and Distribution Mains	580	498	82
333	Services			
334	Meters and Meter Installations	1,922	1,475	447
335	Hydrants	1,183	118	1,065
336	Backflow Prevention Devices			
339	Other Plant and Misc. Equipment	445	22	423
340	Office Furniture and Equipment	35	23	12
341	Transportation Equipment			
343	Tools, Shop and Garage Equipment	500	278	222
344	Laboratory Equipment			
345	Power Operated Equipment			
346	Communication Equipment			
347	Miscellaneous Equipment			
348	Other Tangible Plant	743	272	471
	TOTALS	28,604	14,494	14,110

This amount goes on the Balance Sheet Acct. No. 108 

COMPANY NAME **Bonita Creek Property and Preservation Association**

CALCULATION OF DEPRECIATION EXPENSE FOR CURRENT YEAR

Acct. No.	DESCRIPTION	Original Cost (1)	Depreciation Percentage (2)	Depreciation Expense (1x2)
301	Organization	207		
302	Franchises			
303	Land and Land Rights			
304	Structures and Improvements	14,061	.05	703
307	Wells and Springs			
311	Pumping Equipment	2,871	.05	115
320	Water Treatment Equipment	6,637	.05	332
330	Distribution Reservoirs and Standpipes			
331	Transmission and Distribution Mains	580	.05	29
333	Services			
334	Meters and Meter Installations	3106	.05	96
335	Hydrants	1183	.05	59
336	Backflow Prevention Devices			
339	Other Plant and Misc. Equipment	445	.05	22
340	Office Furniture and Equipment	35	.05	2
341	Transportation Equipment			
343	Tools, Shop and Garage Equipment	500	.05	25
344	Laboratory Equipment			
345	Power Operated Equipment			
346	Communication Equipment			
347	Miscellaneous Equipment			
348	Other Tangible Plant	734	.05	37
	TOTALS	28,604		1420

This amount goes on the Comparative Statement of Income and Expense
Acct. No. 403.

BALANCE SHEET

Acct No.	ASSETS	BALANCE AT BEGINNING OF YEAR	BALANCE AT END OF YEAR
	CURRENT AND ACCRUED ASSETS		
131	Cash	\$ 7,192	\$ 9,433
134	Working Funds		
135	Temporary Cash Investments		
141	Customer Accounts Receivable		
146	Notes/Receivables from Associated Companies		
151	Plant Material and Supplies		
162	Prepayments		
174	Miscellaneous Current and Accrued Assets		
	TOTAL CURRENT AND ACCRUED ASSETS	\$ 7,192	\$ 9,433
	FIXED ASSETS		
101	Utility Plant in Service	\$ 26,967	\$ 28,604
103	Property Held for Future Use		
105	Construction Work in Progress		
108	Accumulated Depreciation – Utility Plant	\$ 13,015	14,494
121	Non-Utility Property		
122	Accumulated Depreciation – Non Utility		
	TOTAL FIXED ASSETS	\$ 13,952	\$14,110
	TOTAL ASSETS	\$21,144	\$23,543

NOTE: The Assets on this page should be equal to **Total Liabilities and Capital** on the following page.

BALANCE SHEET (CONTINUED)

Acct. No.		BALANCE AT BEGINNING OF YEAR	BALANCE AT END OF YEAR
	LIABILITIES		
		N/A	
	CURRENT LIABILITES		
231	Accounts Payable	\$	\$
232	Notes Payable (Current Portion)		
234	Notes/Accounts Payable to Associated Companies		
235	Customer Deposits		
236	Accrued Taxes		
237	Accrued Interest		
241	Miscellaneous Current and Accrued Liabilities		
	TOTAL CURRENT LIABILITIES	\$	\$
	LONG-TERM DEBT (Over 12 Months)		
224	Long-Term Notes and Bonds	\$	\$
	DEFERRED CREDITS		
251	Unamortized Premium on Debt	\$	\$
252	Advances in Aid of Construction		
255	Accumulated Deferred Investment Tax Credits		
271	Contributions in Aid of Construction		
272	Less: Amortization of Contributions		
281	Accumulated Deferred Income Tax		
	TOTAL DEFERRED CREDITS	\$	\$
	TOTAL LIABILITIES	\$	\$
	CAPITAL ACCOUNTS		
201	Common Stock Issued	\$	\$
211	Paid in Capital in Excess of Par Value		
215	Retained Earnings		
218	Proprietary Capital (Sole Props and Partnerships)		
	TOTAL CAPITAL	\$	\$
	TOTAL LIABILITIES AND CAPITAL	\$ 0	\$ 0

COMPARATIVE STATEMENT OF INCOME AND EXPENSE

Acct. No.	OPERATING REVENUES	PRIOR YEAR	CURRENT YEAR
461	Metered Water Revenue	\$ 23,561	\$ 27,317
460	Unmetered Water Revenue		
474	Other Water Revenues	1,745	
	TOTAL REVENUES	\$ 25,306	\$ 27,317
	OPERATING EXPENSES		
601	Salaries and Wages	\$	\$
610	Purchased Water		
615	Purchased Power	672	881
618	Chemicals		
620	Repairs and Maintenance	4,327	2,693
621	Office Supplies and Expense	1,172	746
630	Outside Services	11,150	15,157
635	Water Testing	345	280
641	Rents		
650	Transportation Expenses	788	
657	Insurance – General Liability	2,278	2,289
659	Insurance - Health and Life		
666	Regulatory Commission Expense – Rate Case		
675	Miscellaneous Expense	1,222	851
403	Depreciation Expense	1,546	1,420
408	Taxes Other Than Income		
408.11	Property Taxes	841	817
409	Income Tax	50 amend	50
	TOTAL OPERATING EXPENSES	\$ 24,341	\$ 25,518
	OPERATING INCOME/(LOSS)	\$ 965 amend	\$ 1,799
	OTHER INCOME/(EXPENSE)		
419	Interest and Dividend Income	\$	\$ 100
421	Non-Utility Income		77
426	Miscellaneous Non-Utility Expenses	<108>	77
427	Interest Expense		
	TOTAL OTHER INCOME/(EXPENSE)	\$ <108>	\$ 100
	NET INCOME/(LOSS)	\$ 857 amended	\$ 1,899

SUPPLEMENTAL FINANCIAL DATA
Long-Term Debt

	LOAN #1	LOAN #2	LOAN #3	LOAN #4
Date Issued	N/A			
Source of Loan				
ACC Decision No.				
Reason for Loan				
Dollar Amount Issued	\$	\$	\$	\$
Amount Outstanding	\$	\$	\$	\$
Date of Maturity				
Interest Rate	%	%	%	%
Current Year Interest	\$	\$	\$	\$
Current Year Principle	\$	\$	\$	\$

Meter Deposit Balance at Test Year End \$ _____

Meter Deposits Refunded During the Test Year \$ _____

COMPANY NAME Bonita Creek Property and Preservation Association	
Name of System: Bonita Creek Water Company	ADEQ Public Water System Number: 04-011153-Z

WATER COMPANY PLANT DESCRIPTION

WELLS

ADWR ID Number*	Pump Horsepower	Pump Yield (gpm)	Casing Depth (Feet)	Casing Diameter (Inches)	Meter Size (inches)	Year Drilled
N/A						

* Arizona Department of Water Resources Identification Number

OTHER WATER SOURCES

Name or Description	Capacity (gpm)	Gallons Purchased or Obtained (in thousands)
Spring Fed Creek	700	N/A

BOOSTER PUMPS		FIRE HYDRANTS	
Horsepower	Quantity	Quantity Standard	Quantity Other
2.0	1		
1 ¾	1		

STORAGE TANKS		PRESSURE TANKS	
Capacity	Quantity	Capacity	Quantity
10,000	1		
10,000	1		

Note: If you are filing for more than one system, please provide separate sheets for each system.

COMPANY NAME **Bonita Creek Property and Preservation Association**

Name of System: **Bonita Creek Water Company** ADEQ Public Water System Number: **04-011153-Z**

WATER COMPANY PLANT DESCRIPTION (CONTINUED)

MAINS

Size (in inches)	Material	Length (in feet)
2	PVC & STEEL	
3	PVC & STEEL	
4		
5		
6		
8		
10		
12		

CUSTOMER METERS

Size (in inches)	Quantity
5/8 X 3/4	45
3/4	
1	
1 1/2	
2	
Comp. 3	
Turbo 3	
Comp. 4	
Turbo 4	
Comp. 6	
Turbo 6	

For the following three items, list the utility owned assets in each category for each system.

TREATMENT EQUIPMENT: Chemical proportioning pumps (2); alumi sodium hypochlorite; (3) pressure filters (mixed media & sand) UV filter; HACH turbid meter 1720c

STRUCTURES:

(1) - 10'X12' storage shed; (1) - security fence; chemical filters; (2) - 10,000 gallons steel storage tanks; water treatment plant building with chemicals.

OTHER:

Note: If you are filing for more than one system, please provide separate sheets for each system.

COMPANY NAME: Bonita Creek Property and Preservation Association	
Name of System: Bonita Creek Water Company	ADEQ Public Water System Number: 04-011153-Z

WATER USE DATA SHEET BY MONTH FOR CALENDAR YEAR 2009

MONTH	NUMBER OF CUSTOMERS	GALLONS SOLD (Thousands)	GALLONS PUMPED (Thousands)	GALLONS PURCHASED (Thousands)
JANUARY	45	46,860	57,637	N/A
FEBRUARY	45	20,770	25,754	N/A
MARCH	45	111,160	128,945	N/A
APRIL	45	79,550	98,642	N/A
MAY	45	82,820	99,856	N/A
JUNE	45	72,140	86,568	N/A
JULY	45	103,820	122,507	N/A
AUGUST	45	73,438	91,063	N/A
SEPTEMBER	45	69,120	85,363	N/A
OCTOBER	45	63,350	76,655	N/A
NOVEMBER	45	41,990	52,487	N/A
DECEMBER	45	39,035	52,697	N/A
TOTALS →		804,053	978,174	

What is the level of arsenic for each well on your system? _____ N/A _____ mg/l
(If more than one well, please list each separately.)

If system has fire hydrants, what is the fire flow requirement? _____ GPM for _____ hrs

If system has chlorination treatment, does this treatment system chlorinate continuously?
☒ (X) Yes ☐ () No

Is the Water Utility located in an ADWR Active Management Area (AMA)?
☐ () Yes ☒ (X) No

Does the Company have an ADWR Gallons Per Capita Per Day (GPCPD) requirement?
☐ () Yes ☒ (X) No

If yes, provide the GPCPD amount: _____

Note: If you are filing for more than one system, please provide separate data sheets for each system.

COMPANY NAME: Bonita Creek Property and Preservation Association

Name of System: Bonita Creek Water Company ADEQ Public Water System Number: 04-011153-Z

UTILITY SHUTOFFS / DISCONNECTS

MONTH	Termination without Notice R14-2-410.B	Termination with Notice R14-2-410.C	OTHER
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			
TOTALS →	0	0	

OTHER (description):

COMPANY NAME Bonita Creek Property and Preservation Association YEAR ENDING 12/31/2009

PROPERTY TAXES

Amount of actual property taxes paid during Calendar Year 2009 was: \$ **817.00**

Attach to this annual report proof (e.g. property tax bills stamped "paid in full" or copies of cancelled checks for property tax payments) of any and all property taxes paid during the calendar year.

If no property taxes paid, explain why. _____

**VERIFICATION
AND
SWORN STATEMENT
Taxes**

VERIFICATION

STATE OF _____
I, THE UNDERSIGNED
OF THE

COUNTY OF (COUNTY NAME)
Gila
NAME (OWNER OR OFFICIAL) <i>Calista Washburn</i> Lita Washburn, Treasurer
COMPANY NAME Bonita Creek Property and Preservation Association; Bonita Creek Water Company

DO SAY THAT THIS ANNUAL UTILITY PROPERTY TAX AND SALES TAX REPORT TO THE ARIZONA CORPORATION COMMISSION

FOR THE YEAR ENDING

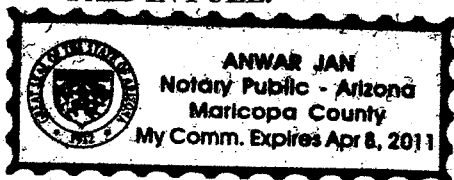
MONTH	DAY	YEAR
12	31	2009

HAS BEEN PREPARED UNDER MY DIRECTION, FROM THE ORIGINAL BOOKS, PAPERS AND RECORDS OF SAID UTILITY; THAT I HAVE CAREFULLY EXAMINED THE SAME, AND DECLARE THE SAME TO BE A COMPLETE AND CORRECT STATEMENT OF BUSINESS AND AFFAIRS OF SAID UTILITY FOR THE PERIOD COVERED BY THIS REPORT IN RESPECT TO EACH AND EVERY MATTER AND THING SET FORTH, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SWORN STATEMENT

I HEREBY ATTEST THAT ALL PROPERTY TAXES FOR SAID COMPANY ARE CURRENT AND PAID IN FULL.

I HEREBY ATTEST THAT ALL SALES TAXES FOR SAID COMPANY ARE CURRENT AND PAID IN FULL.



Calista Washburn

SIGNATURE OF OWNER OR OFFICIAL

928-472-7526

TELEPHONE NUMBER

SUBSCRIBED AND SWORN TO BEFORE ME

A NOTARY PUBLIC IN AND FOR THE COUNTY OF

THIS 13th DAY OF

(SEAL)

COUNTY NAME
Maricopa
MONTH April
2010

Anwar Jan

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES April 8 2011

COMPANY NAME Bonita Creek Property and Preservation Association **YEAR ENDING 12/31/2009**

INCOME TAXES

For this reporting period, provide the following:

Federal Taxable Income Reported \$27,417 (\$29,717 combined with homeowner income)
Estimated or Actual Federal Tax Liability \$ 0

State Taxable Income Reported \$27,417 (\$29,717 combined with homeowner income)
Estimated or Actual State Tax Liability \$ 45

Amount of Grossed-Up Contributions/Advances: N/A

Amount of Contributions/Advances _____

Amount of Gross-Up Tax Collected _____

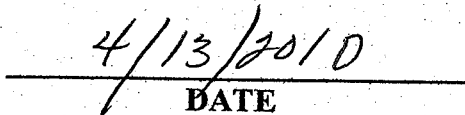
Total Grossed-Up Contributions/Advances _____

Decision No. 55774 states, in part, that the utility will refund any excess gross-up funds collected at the close of the tax year when tax returns are completed. Pursuant to this Decision, if gross-up tax refunds are due to any Payer or if any gross-up tax refunds have already been made, attach the following information by Payer: name and amount of contribution/advance, the amount of gross-up tax collected, the amount of refund due to each Payer, and the date the Utility expects to make or has made the refund to the Payer.

CERTIFICATION

The undersigned hereby certifies that the Utility has refunded to Payers all gross-up tax refunds reported in the prior year's annual report. This certification is to be signed by the President or Chief Executive Officer, if a corporation; the managing general partner, if a partnership; the managing member, if a limited liability company or the sole proprietor, if a sole proprietorship.


SIGNATURE


DATE

Lita Washburn

Treasurer

PRINTED NAME

TITLE

**VERIFICATION
AND
SWORN STATEMENT**
Intrastate Revenues Only

VERIFICATION

STATE OF _____
I, THE UNDERSIGNED
OF THE

COUNTY OF (COUNTY NAME)
Gila
NAME (OWNER OR OFFICIAL) TITLE <i>cu</i> Lita Washburn , Treasurer <i>Calista Washburn</i>
COMPANY NAME Bonita Creek Property & Preservation Association

DO SAY THAT THIS ANNUAL UTILITY REPORT TO THE ARIZONA CORPORATION COMMISSION

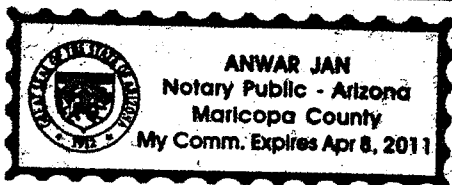
FOR THE YEAR ENDING

MONTH	DAY	YEAR
12	31	2009

HAS BEEN PREPARED UNDER MY DIRECTION, FROM THE ORIGINAL BOOKS, PAPERS AND RECORDS OF SAID UTILITY; THAT I HAVE CAREFULLY EXAMINED THE SAME, AND DECLARE THE SAME TO BE A COMPLETE AND CORRECT STATEMENT OF BUSINESS AND AFFAIRS OF SAID UTILITY FOR THE PERIOD COVERED BY THIS REPORT IN RESPECT TO EACH AND EVERY MATTER AND THING SET FORTH, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SWORN STATEMENT

IN ACCORDANCE WITH THE REQUIREMENT OF TITLE 40, ARTICLE 8, SECTION 40-401, ARIZONA REVISED STATUTES, IT IS HEREIN REPORTED THAT THE GROSS OPERATING REVENUE OF SAID UTILITY DERIVED FROM ARIZONA INTRASTATE UTILITY OPERATIONS DURING CALENDAR YEAR 2009 WAS:



Arizona Intrastate Gross Operating Revenues Only (\$) \$27,417

(THE AMOUNT IN BOX ABOVE
INCLUDES \$ 2,340 (overpayment to be amended)
IN SALES TAXES BILLED, OR COLLECTED)

****REVENUE REPORTED ON THIS PAGE MUST INCLUDE SALES TAXES BILLED OR COLLECTED. IF FOR ANY OTHER REASON, THE REVENUE REPORTED ABOVE DOES NOT AGREE WITH TOTAL OPERATING REVENUES ELSEWHERE REPORTED, ATTACH THOSE STATEMENTS THAT RECONCILE THE DIFFERENCE. (EXPLAIN IN DETAIL)**

SUBSCRIBED AND SWORN TO BEFORE ME

A NOTARY PUBLIC IN AND FOR THE COUNTY OF

THIS 13th DAY OF

(SEAL)

MY COMMISSION EXPIRES Apr 8 2011

Calista Washburn
SIGNATURE OF OWNER OR OFFICIAL
928-472-7526
TELEPHONE NUMBER

COUNTY NAME	Maricopa	
MONTH	April	2010

Clawson
SIGNATURE OF NOTARY PUBLIC

**VERIFICATION
AND
SWORN STATEMENT
RESIDENTIAL REVENUE
Intrastate Revenues Only**

VERIFICATION

STATE OF ARIZONA

I, THE UNDERSIGNED

OF THE

COUNTY OF (COUNTY NAME)	Gila	
NAME (OWNER OR OFFICIAL)	<i>Calista Washburn</i> Lita Washburn	TITLE Treasurer
COMPANY NAME	Bonita Creek Property & Preservation Association	

DO SAY THAT THIS ANNUAL UTILITY REPORT TO THE ARIZONA CORPORATION COMMISSION

FOR THE YEAR ENDING

MONTH	DAY	YEAR
12	31	2009

HAS BEEN PREPARED UNDER MY DIRECTION, FROM THE ORIGINAL BOOKS, PAPERS AND RECORDS OF SAID UTILITY; THAT I HAVE CAREFULLY EXAMINED THE SAME, AND DECLARE THE SAME TO BE A COMPLETE AND CORRECT STATEMENT OF BUSINESS AND AFFAIRS OF SAID UTILITY FOR THE PERIOD COVERED BY THIS REPORT IN RESPECT TO EACH AND EVERY MATTER AND THING SET FORTH, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SWORN STATEMENT

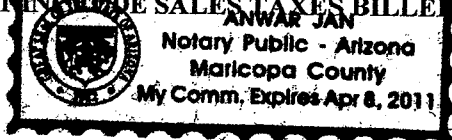
IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 40, ARTICLE 8, SECTION 40-401.01, ARIZONA REVISED STATUTES, IT IS HEREIN REPORTED THAT THE GROSS OPERATING REVENUE OF SAID UTILITY DERIVED FROM ARIZONA INTRASTATE UTILITY OPERATIONS RECEIVED FROM RESIDENTIAL CUSTOMERS DURING CALENDAR YEAR 2009 WAS:

ARIZONA INTRASTATE GROSS OPERATING REVENUES

\$ 27,417.00

THE AMOUNT IN BOX AT LEFT
INCLUDES \$2340.00 (overpayment to be amended)
IN SALES TAXES BILLED, OR COLLECTED)

*RESIDENTIAL REVENUE REPORTED ON THIS PAGE
MUST INCLUDE SALES TAXES BILLED



Calista Washburn
SIGNATURE OF OWNER OR OFFICIAL

928-472-7526
TELEPHONE NUMBER

SUBSCRIBED AND SWORN TO BEFORE ME

A NOTARY PUBLIC IN AND FOR THE COUNTY OF

THIS

13th

DAY OF

NOTARY PUBLIC NAME	ANWAR JAN	
COUNTY NAME	Maricopa	
MONTH	April	2010

(SEAL)

MY COMMISSION EXPIRES

Apr 8-2011

Anwar Jan
SIGNATURE OF NOTARY PUBLIC

COMMISSIONERS
KRISTINK MAYES - Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP



ERNEST G. JOHNSON
Executive Director

JEFF GRANT
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

February 17, 2010

WILLIAM GLAUNSINGER
480 N BIG AL'S RUN
PAYSON, AZ 85541

RE: BONITA CREEK PROPERTY AND PRESERVATION ASSOCIATION.
File Number: 02271665

We are pleased to notify you that your Amendment to Articles of Incorporation for the above-referenced corporation HAS BEEN APPROVED.

You must publish a copy of the Amendment. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers in each county is enclosed and is also posted on the Commission website. Publication must be completed WITHIN 60 DAYS after February 17, 2010, which is the date the document was approved for filing by the Commission. The corporation may be subject to administrative dissolution if it fails to publish. You will receive an Affidavit of Publication from the newspaper, and you may file it with the Commission.

We strongly recommend that you periodically monitor your corporation's record with the Commission, which can be viewed at www.azcc.gov/divisions/corporations. If you have questions or need further information, please contact us at (602) 542-3026 in Phoenix, or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,
Linda CJohnson
Examiner, Corporations Division

CF:11
REV. 01/2009

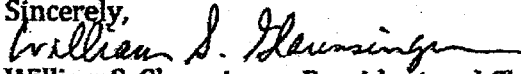
February 8th, 2010

Arizona Corporation Commission
Corporations Division
1300 W. Washington St.
Phoenix, AZ 85007-2929

Ladies and Gentlemen,

Please find enclosed the corrected document and one exact copy, as required by the general filing instructions for articles of amendment, to change the name of our corporation from Bonita Creek Land and Homeowner's Association to Bonita Creek Property and Preservation Association
Thank you very much for your assistance in this matter.

Sincerely,



William S. Glaunsinger, President and Chairman of the Board

928 474 4067

e-mail: wglaunsinger@yahoo.com

FEB 09 2010

FILE NO. 02271665

**NON-PROFIT CORPORATION
ARTICLES OF AMENDMENT**
Pursuant to A.R.S. §10-11006

1. The name of the corporation is:

Bonita Creek Land and Homeowner's Association

2. Attached hereto as Exhibit A is the text of each amendment adopted.

3. The amendment was adopted the 3rd day of September, 2005.

4. The amendment was duly adopted by act of (choose one):

X the members

 the board of directors (without member action and either member action was not required or members are not entitled to vote).

5. X and with approval, in writing, by the person or persons so specified in the corporation's Articles of Incorporation or bylaws.

Dated as of this 8th day of February, 2010

Signature: William S. Glaunsinger
(Pursuant to ARS §10-3120 (F)(G)) the Articles of Amendment must be executed by an officer of the corporation or the Chairman of the Board of Directors).

Title: President and Chairman of the Board of Directors

AZ CORPORATION COMMISSION
FILED

Printed Name: William S. Glaunsinger

JAN 25 2010
FILE NO. 02271665

EXHIBIT A

ARTICLE I

The name of the corporation shall be Bonita Creek Property and Preservation Association. ✓

March 15, 2010

Arizona Corporation Commission
Corporations Division
1300 W. Washington St.
Phoenix, AZ 85007

Dear Ladies and Gentlemen,

Please find enclosed a copy of the Affidavit of Publication from the Payson Roundup for our Amendment to Articles of Incorporation for the Bonita Creek Property and Preservation Association. (file # 02271665).

Sincerely,

William Glaunsinger, President and Chairman of the Board
928 474 4067
e-mail: wglaunsinger@yahoo.com

Payson Roundup

10043693

STATE OF ARIZONA

2/26/2010

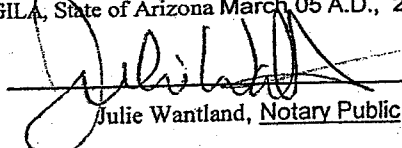
COUNTY OF GILA

12865

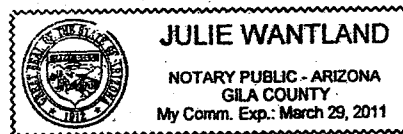
I, Paula VanBuskirk, do solemnly swear that I am Assistant Bookkeeper of the Payson Roundup, that the same is a newspaper printed, in whole or in part, and published in the COUNTY OF GILA, State of Arizona, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said COUNTY OF GILA for a period of more than fifty-two weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Arizona. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said daily newspaper for the period of 3 consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated February 26 A.D., 2010, and that the last publication of said notice was in the issue of said newspaper dated March 05 A.D., 2010. In witness whereof I have hereunto set my hand this March 05 A.D., 2010.


Paula VanBuskirk

Subscribed and sworn to before me, a Notary Public in and for the COUNTY OF GILA, State of Arizona March 05 A.D., 2010.


Julie Wantland, Notary Public

My commission expires March 29, 2011.



NON-PROFIT CORPORATION
ARTICLES OF AMENDMENT Pursuant to A.R.S. §10-11006
12865: 02/26, 03/02, 03/05/2010
NON-PROFIT CORPORATION
ARTICLES OF AMENDMENT Pursuant to A.R.S. §10-11006 1. The name of the corporation is: Bonita Creek Land and Homeowner's Association; FILE NO: 02271665. 2. Attached hereto as Exhibit A is the text of each amendment adopted: EXHIBIT A ARTICLE 1. The name of the corporation shall be Bonita Creek Property and Preservation Association. 3. The amendment was adopted the 3rd day of September, 2005. 4. The amendment was duly adopted by act of (x) the members. 5. (x) and with approval, in writing, by the person or persons so specified in the corporation's Articles of Incorporation or bylaws. Dated as of this 8th day of February, 2010. /s/William S. Glaunsinger (Pursuant to ARS §10-3120 (F)(G) the Articles of Amendment must be executed by an officer of the corporation or the Chairman of the Board of Directors). Title: President and Chairman of the Board of Directors; Printed Name: William S. Glaunsinger

8:23 PM

06/29/10

Accrual Basis

BCPPA

Profit & Loss Detail

January through December 2009

Type	Date	Num	Adj	Name	Memo	Clr	Split	Debit	Credit	Balance
Ordinary Income/Expense										
Income										
Membership Dues										
Deposit	3/31/2009			Homeowner	Deposit		B of A Checkl...		225.00	225.00
Deposit	6/25/2009			Homeowner	Deposit		Chase Checkl...		75.00	300.00
Deposit	9/8/2009			Homeowner	Deposit		Chase Checkl...		1,350.00	1,650.00
Deposit	10/20/2009			Homeowner	Deposit		Chase Checkl...		225.00	1,875.00
Deposit	10/20/2009			Homeowner	Deposit		Chase Checkl...		75.00	1,950.00
Deposit	11/10/2009			Homeowner	Deposit		Chase Checkl...		450.00	2,400.00
Total Membership Dues								0.00	2,400.00	2,400.00
Total Income								0.00	2,400.00	2,400.00
Expense										
Bank Service Charges										
Check	1/30/2009			Bank of America			B of A Checkl...	12.00		12.00
Check	2/27/2009			Bank of America			B of A Checkl...	12.00		24.00
Check	3/31/2009			Bank of America			B of A Checkl...	12.00		36.00
Check	6/30/2009				Service Charge		Chase Checkl...	13.00		49.00
Check	7/31/2009				Service Charge		B of A Checkl...	34.00		83.00
Check	7/31/2009				Service Charge		B of A Checkl...	13.00		96.00
Check	8/31/2009			Bank of America	reversal		B of A Checkl...	13.00		109.00
Deposit	9/3/2009			Chase Bank	reversed exp...		Chase Checkl...		13.00	96.00
Deposit	9/8/2009				Service Charge		Chase Checkl...	12.00	34.00	62.00
Check	9/30/2009				Service Charge		Chase Checkl...	12.00		74.00
Check	10/31/2009									86.00
Total Bank Service Charges								133.00	47.00	86.00
Fire Wise Federal Grant										
Check	7/9/2009	1079		Bill Glaunsinger	signs Fire Wise		B of A Checkl...	203.30		203.30
Check	7/9/2009	1080		Harry Viezens	Fire Wise - m...		B of A Checkl...	25.06		228.36
Total Fire Wise Federal Grant								228.36	0.00	228.36
Insurance										
Check	3/3/2009	1070		The Arizona Group			B of A Checkl...	821.00		821.00
Check	4/1/2009	1073		The Arizona Group	VOID:	X	B of A Checkl...	0.00		821.00
Check	4/2/2009	1074		Auto Owners Insura...	liability insran...		B of A Checkl...	219.00		1,040.00
Total Insurance								1,040.00	0.00	1,040.00
License & Fees										
Deposit	3/9/2009			Bonita Creek Water...	Fees for Use ...		B of A Checkl...		10.58	-10.58
Total License & Fees								0.00	10.58	-10.58
Miscellaneous										
Check	7/9/2009	1080		Harry Viezens	Flag-Memorial		B of A Checkl...	20.00		20.00
Check	7/11/2009	1081		Bill Glaunsinger			B of A Checkl...	9.20		29.20
Total Miscellaneous								29.20	0.00	29.20

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Accrual Basis

BCPPA Profit & Loss Detail January through December 2009

Type	Date	Num	Adj	Name	Memo	Cir	Split	Debit	Credit	Balance
Office Expense										
Check	9/8/2009	105		Lita Washburn						85.84
Check	12/28/2009	110		Lita Washburn	-MULTIPLE- File Cabinet			85.84 50.50		136.34
Total Office Expense								136.34	0.00	136.34
Postage & Printing										
Check	7/9/2009	1079		Bill Glaunsinger				60.54		60.54
Total Postage & Printing								60.54	0.00	60.54
Professional Fees										
Check	8/24/2009	104		Bonita Creek Water...	1/2 Tax Prep...			405.00		405.00
Total Professional Fees								405.00	0.00	405.00
Repairs & Maintenance										
Deposit	1/30/2009			Rocking Horse Plu...	reimburseme...					-275.00
Check	3/15/2009	1071		Granite Plus				334.37	275.00	59.37
Total Repairs & Maintenance								334.37	275.00	59.37
Travel & Meals										
Check	9/4/2009	103		Marcia Vlezens	annual meeting			36.18		36.18
Check	9/8/2009	106		Lita Washburn	annual meeting			55.64		91.82
Total Travel & Meals								91.82	0.00	91.82
Utilities										
Check	1/7/2009	1067		Bonita Creek Water...				37.31		37.31
Check	2/17/2009	1069		Bonita Creek Water...				37.31		74.62
Check	3/3/2009	1068		Bonita Creek Water...	Memorial			37.31		111.93
Check	3/22/2009	1072		Bonita Creek Water...				37.31		149.24
Check	4/26/2009	1075		Bonita Creek Water...				37.31		186.55
Check	5/23/2009	1076		Bonita Creek Water...	Memorial			37.31		223.86
Check	6/22/2009	1077		Bonita Creek Water...	Memorial			37.31		261.17
Check	8/5/2009	101		Bonita Creek Water...	Memorial Wa...			37.31		298.48
Check	8/22/2009	102		Bonita Creek Water...	Memorial Wa...			37.31		335.79
Check	9/21/2009	107		Bonita Creek Water...	Memorial Wa...			37.31		373.10
Check	10/21/2009	108		Bonita Creek Water...	Memorial Wa...			37.31		410.41
Check	11/23/2009	109		Bonita Creek Water...	Memorial Wa...			37.31		447.72
Total Utilities								447.72	0.00	447.72
Total Expense								2,906.35	332.58	2,573.77
Net Ordinary Income								2,906.35	2,732.58	-173.77
Other Income/Expense										
Other Income										
Interest Income										
Deposit	1/31/2009			Bank of America	Deposit					31.72
Deposit	2/28/2009			Bank of America	Deposit					63.50
Deposit	3/31/2009				Deposit					89.98

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Accrual Basis

BCPPA

Profit & Loss Detail

January through December 2009

Type	Date	Num	Adj	Name	Memo	Clr	Split	Debit	Credit	Balance
Deposit	4/30/2009			Bank of America	Deposit		CD Bank of A...		25.99	115.97
Deposit	5/31/2009			Bank of America	Deposit		CD Bank of A...		25.19	141.16
Deposit	6/30/2009			Chase Bank	\$100 for New...		Chase Checkl...		100.00	241.16
Deposit	6/30/2009			Bank of America	Deposit		CD Bank of A...		10.02	251.18
Deposit	7/31/2009			Bank of America	Deposit		CD Bank of A...		9.69	260.87
Deposit	8/31/2009			Bank of America	Deposit		CD Bank of A...		10.02	270.89
Deposit	9/30/2009			Bank of America	Deposit		CD Bank of A...		10.03	280.92
Deposit	12/31/2009			Bank of America	Deposit		CD Bank of A...		29.49	310.41
Total Interest Income								0.00	310.41	310.41
Total Other Income								0.00	310.41	310.41
Net Other Income								0.00	310.41	310.41
Net Income								2,906.35	3,042.99	136.64

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Accrual Basis

Bonita Water Company

Profit & Loss Detail

January through December 2009

Type	Date	Num	Adj	Name	Memo	Clr	Split	Debit	Credit	Balance
Ordinary Income/Expense										
Income										
Water Sales										
Deposit	1/7/2009			Homeowner	Deposit		Bank of Ameri...		1,422.22	1,422.22
Deposit	1/20/2009			Homeowner	Deposit		Bank of Ameri...		1,044.01	2,466.23
Deposit	1/28/2009			Homeowner	Deposit		Bank of Ameri...		45.64	2,511.87
Deposit	2/10/2009			Homeowner	Deposit		Bank of Ameri...		1,454.79	3,966.66
Deposit	2/16/2009			Homeowner	Deposit		Bank of Ameri...		363.60	4,330.26
Deposit	2/24/2009			Homeowner	Deposit		Bank of Ameri...		704.96	5,035.22
Deposit	3/26/2009			Homeowner	Deposit		Bank of Ameri...		1,130.34	6,165.56
Deposit	3/27/2009			Homeowner	Deposit		Bank of Ameri...		728.07	6,893.63
Deposit	4/7/2009			Homeowner	Deposit		Bank of Ameri...		1,358.28	8,251.91
Deposit	4/28/2009			Homeowner	Deposit		Bank of Ameri...		1,269.75	9,521.66
Deposit	5/4/2009			Homeowner	Deposit		Bank of Ameri...		1,148.16	10,669.82
Deposit	5/12/2009			Homeowner	Deposit		Bank of Ameri...		483.87	11,153.69
Deposit	5/18/2009			Homeowner	Deposit		Bank of Ameri...		615.80	11,769.49
Deposit	5/26/2009			Homeowner	Deposit		Bank of Ameri...		393.84	12,163.33
Deposit	6/5/2009			Homeowner	Deposit		Bank of Ameri...		604.53	12,767.86
Deposit	6/17/2009			Homeowner	Deposit		Bank of Ameri...		1,289.54	14,057.40
Deposit	6/30/2009			Homeowner	Deposit		Bank of Ameri...		381.86	14,439.26
Deposit	7/2/2009			Homeowner	Deposit		Bank of Ameri...		440.88	14,880.14
Deposit	7/14/2009			Homeowner	Deposit		Bank of Ameri...		367.25	15,247.39
Deposit	7/15/2009			Homeowner	Deposit		Chase Checki...		652.49	15,899.88
Deposit	8/3/2009			Homeowner	Deposit		Chase Checki...		145.67	16,045.55
Deposit	8/5/2009			Homeowner	Deposit		Chase Checki...		917.11	16,962.66
Deposit	8/11/2009			Homeowner	Deposit		Chase Checki...		696.67	17,659.33
Deposit	8/18/2009			Homeowner	Deposit		Chase Checki...		608.01	18,267.34
Deposit	8/25/2009			Homeowner	Deposit		Chase Checki...		149.91	18,417.25
Deposit	9/2/2009			Homeowner	Deposit		Chase Checki...		1,025.48	19,442.73
Deposit	9/9/2009			Homeowner	Deposit		Chase Checki...		465.36	19,908.09
Deposit	9/15/2009			Homeowner	Deposit		Chase Checki...		541.73	20,449.82
Deposit	9/30/2009			Homeowner	Deposit		Chase Checki...		312.96	20,762.78
Deposit	10/1/2009			Homeowner	Deposit		Chase Checki...		93.91	20,856.69
Deposit	10/6/2009			Homeowner	Deposit		Chase Checki...		336.88	21,193.57
Deposit	10/13/2009			Homeowner	Deposit		Chase Checki...		1,345.43	22,539.00
Deposit	10/22/2009			Homeowner	Deposit		Chase Checki...		564.34	23,103.34
Deposit	11/4/2009			Homeowner	Deposit		Chase Checki...		759.29	23,862.63
Deposit	11/17/2009			Homeowner	Deposit		Chase Checki...		846.24	24,708.87
Deposit	11/27/2009			Homeowner	Deposit		Chase Checki...		308.94	25,017.81
Deposit	12/3/2009			Homeowner	Deposit		Chase Checki...		401.05	25,418.86
Deposit	12/16/2009			Homeowner	Deposit		Chase Checki...		1,279.97	26,698.83
Deposit	12/18/2009			Homeowner	Deposit		Chase Checki...		617.89	27,316.72
Total Water Sales								0.00	27,316.72	27,316.72
Total Income								0.00	27,316.72	27,316.72
Gross Profit								0.00	27,316.72	27,316.72
Expense										

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Accrual Basis

Bonita Water Company

Profit & Loss Detail

January through December 2009

Type	Date	Num	Adj	Name	Memo	Clr	Split	Debit	Credit	Balance
Bank Service Charges										
Check	3/1/2009	103		Bank of America	Service Charge		Bank of Ameri...	5.00		5.00
Check	6/30/2009				Service Charge		Bank of Ameri...	13.00		18.00
Check	7/31/2009				Service Charge		Bank of Ameri...	13.00		31.00
Check	7/31/2009				Service Charge		Chase Checkl...	14.00		45.00
Deposit	8/12/2009			Chase Bank	reversal		Chase Checkl...	63.00		108.00
Check	8/26/2009			Bank of America	overdraft fee		Chase Checkl...		14.00	94.00
Check	8/31/2009			Bank of America	Service Charge		Bank of Ameri...	35.00		129.00
Deposit	9/3/2009			Bank of America	refund of cha...		Bank of Ameri...	13.00		142.00
Deposit	9/3/2009			Bank of America	refund of cha...		Bank of Ameri...	70.00		129.00
Check	9/30/2009				Service Charge		Bank of Ameri...	35.00		59.00
Total Bank Service Charges								191.00	97.00	94.00
Billing Cost										
Check	1/3/2009	2155		Deanna Warner	Billing		Bank of Ameri...	196.20		196.20
Check	1/14/2009	2161		Deanna Warner	Billing		Bank of Ameri...	196.20		392.40
Check	2/20/2009	2166		Deanna Warner	billing services		Bank of Ameri...	196.20		588.60
Check	3/22/2009	2170		Deanna Warner	billing		Bank of Ameri...	196.20		784.80
Check	4/26/2009	2176		Deanna Warner	billing		Bank of Ameri...	196.20		981.00
Check	5/23/2009	2182		Deanna Warner			Bank of Ameri...	196.20		1,177.20
Check	6/24/2009	2186		Deanna Warner	billing		Bank of Ameri...	196.20		1,373.40
Check	7/15/2009	1004d		Deanna Warner			Chase Checkl...	196.20		1,569.60
Check	8/20/2009	1005		Deanna Warner			Chase Checkl...	196.20		1,765.80
Check	9/21/2009	1012		Deanna Warner			Chase Checkl...	196.20		1,962.00
Check	10/21/2009	1016		Deanna Warner			Chase Checkl...	200.56		2,162.56
Check	11/20/2009	1025		Deanna Warner			Chase Checkl...	196.20		2,358.76
Total Billing Cost								2,358.76	0.00	2,358.76
Chemicals										
Check	1/7/2009	2158		Univar			Bank of Ameri...	334.25		334.25
Total Chemicals								334.25	0.00	334.25
Insurance										
Check	1/18/2009	2159		Arch Insurance Co...			Bank of Ameri...	2,289.00		2,289.00
Total Insurance								2,289.00	0.00	2,289.00
Licenses & Fees										
Check	2/22/2009	2167		Technical Learning ...	Education for...		Bank of Ameri...	200.00		200.00
Check	7/23/2009			Chase Bank	Leisure Rewa...		Chase Checkl...	25.00		225.00
Deposit	9/3/2009			Chase Bank	reversal		Chase Checkl...		25.00	200.00
Check	10/2/2009	1018		Doyle Warner*	Books for Wa...		Chase Checkl...	217.00		417.00
Check	10/7/2009	1014		Gateway College	Certification ...		Chase Checkl...	194.00		611.00
Check	10/7/2009	1015		Gateway College	Doyle Warner		Chase Checkl...	194.00		805.00
Total Licenses & Fees								830.00	25.00	805.00
Office & Postage Expense										
Check	1/3/2009	2156		Deanna Warner*	Postage & S...		Bank of Ameri...	41.75		41.75
Check	3/3/2009	2162		Lita Washburn	calculator, pa...		Bank of Ameri...	48.58		90.33

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Accrual Basis

Bonita Water Company

Profit & Loss Detail

January through December 2009

Type	Date	Num	Adj	Name	Memo	Clr	Split	Debit	Credit	Balance
Check	3/12/2009	101		Bank of America			Bank of Ameri...	34.00		124.33
Check	3/22/2009	2171		Deanna Warner**	new deposit ...		Bank of Ameri...	41.75		166.08
Check	4/26/2009	2177		Deanna Warner**	stamps		Bank of Ameri...	41.75		207.83
Check	5/7/2009	102		Bank of America	checks		Bank of Ameri...	33.00		240.83
Check	5/8/2009	2173		Lita Washburn			Bank of Ameri...	76.50		317.33
Check	5/23/2009	2181		Deanna Warner**			Bank of Ameri...	23.69		341.02
Check	8/22/2009	1004		Deanna Warner**	Newspaper A...		Chase Checki...	73.63		414.65
Check	9/3/2009	1006		Lorna Glaunsinger	Annual Meeting		Chase Checki...	87.06		501.71
Check	9/6/2009	1011		Lita Washburn			Chase Checki...	55.64		557.35
Check	10/21/2009	1017		Deanna Warner**			Chase Checki...	43.75		601.10
Check	12/28/2009	1031		Lita Washburn	File Cabinet, ...		Chase Checki...	50.50		651.60
Total Office & Postage Expense								651.60	0.00	651.60
Outside Services										
Check	1/3/2009	2157		Doggie Diamonds			Bank of Ameri...	910.00		910.00
Check	2/2/2009	2163		Doggie Diamonds			Bank of Ameri...	910.00		1,820.00
Check	3/1/2009	2168		Doggie Diamonds	tractor \$125, ...		Bank of Ameri...	1,122.50		2,942.50
Check	4/1/2009	2172		Doggie Diamonds			Bank of Ameri...	910.00		3,862.50
Check	5/1/2009	2179		Doggie Diamonds	2 hrs tractor		Bank of Ameri...	1,010.00		4,862.50
Check	6/1/2009	2183		Doggie Diamonds			Bank of Ameri...	910.00		5,772.50
Check	7/1/2009	2188		Doggie Diamonds	4 hrs over re...		Bank of Ameri...	1,010.00		6,782.50
Check	8/1/2009	1005d		Doggie Diamonds			Chase Checki...	1,135.00		7,917.50
Check	9/3/2009	1007		Doggie Diamonds			Chase Checki...	1,172.50		9,090.00
Check	10/1/2009	1013		Doggie Diamonds	Regular pay, ...		Chase Checki...	935.00		10,025.00
Check	11/1/2009	1019		Doggie Diamonds	Regular		Chase Checki...	910.00		10,935.00
Check	11/30/2009	1026		Doyle Warner	-MULTIPLE-		Chase Checki...	645.00		11,580.00
Check	12/1/2009	1028		Doggie Diamonds	-MULTIPLE-		Chase Checki...	812.50		12,392.50
Total Outside Services								12,392.50	0.00	12,392.50
Power										
Check	1/9/2009	1		APS			Bank of Ameri...	76.42		76.42
Check	2/9/2009	2		APS			Bank of Ameri...	77.24		153.66
Check	3/11/2009	3/09		APS			Bank of Ameri...	72.57		226.23
Check	4/9/2009	4/09		APS			Bank of Ameri...	121.45		347.68
Check	5/8/2009	05/09		APS			Bank of Ameri...	66.10		413.78
Check	6/8/2009	06/09		APS			Bank of Ameri...	63.43		477.21
Check	7/14/2009	7		APS	VOID:	X	Bank of Ameri...	62.80		540.01
Check	9/3/2009	1008		APS			Chase Checki...	72.01		612.02
Check	9/3/2009			APS	Auto payment		Bank of Ameri...	82.15		694.17
Check	10/21/2009	1006a		APS			Chase Checki...	71.42		765.59
Check	11/16/2009	5		APS			Chase Checki...	64.58		830.17
Check	12/13/2009	1030		APS			Chase Checki...	50.42		880.59
Total Power								880.59	0.00	880.59
Professional Fees										
Check	7/13/2009	1001a		Lisa Taylor Acctg	BCPPA reim...		Chase Checki...	810.00		810.00
Deposit	8/25/2009	104		Chase Bank - 8951	Reimburse fo...		Chase Checki...		405.00	405.00
Total Professional Fees								810.00	405.00	405.00

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Accrual Basis

Bonita Water Company

Profit & Loss Detail

January through December 2009

Type	Date	Num	Adj	Name	Memo	Cir	Split	Debit	Credit	Balance
Property Tax										
Check	2/17/2009	2165		Gila County Treasur...			Bank of Ameri...	429.16		429.16
Check	10/21/2009	1007b		Debora Savage, Gil...			Chase Checki...	387.94		817.10
Total Property Tax										
								817.10	0.00	817.10
Repairs and Maintenance										
Check	6/1/2009	2183a		Vickie S. Goulette			Bank of Ameri...	40.79		40.79
Check	6/22/2009	2184		Doyle Warner*	cleaning tank...		Bank of Ameri...	1,586.00		1,626.79
Check	8/1/2009	1005e		Vickie S. Goulette			Chase Checki...	199.02		1,825.81
Check	9/3/2009	1007a		Vickie S. Goulette			Chase Checki...	55.44		1,881.25
Check	9/6/2009	1010		HD Supply Facilitie...			Chase Checki...	35.66		1,916.91
Check	10/1/2009	1013a		Vickie S. Goulette			Chase Checki...	5.73		1,922.64
Check	11/1/2009	1019a		Doyle Warner*			Chase Checki...	125.00		2,047.64
Check	11/11/2009	1021		Gerald Graham	Road Materia...		Chase Checki...	394.63		2,442.27
Check	11/1/2009	1022		HD Supply Facilitie...	Grading, cov...		Chase Checki...	100.00		2,542.27
Check	11/20/2009	1024		Doyle Warner*			Chase Checki...	38.57		2,580.84
Check	11/30/2009	1026a		Doyle Warner*			Chase Checki...	12.93		2,593.77
Check	12/1/2009	1028a		Vickie S. Goulette			Chase Checki...	73.93		2,667.70
Check	12/13/2009	1029		HD Supply Facilitie...			Chase Checki...	25.58		2,693.28
Total Repairs and Maintenance										
								2,693.28	0.00	2,693.28
Sales Tax										
Check	1/14/2009	2160		Arizona Department...			Bank of Ameri...	380.10		380.10
Check	3/6/2009	2169		BCPPA	reimburse...		Bank of Ameri...	10.58		390.68
Check	4/16/2009	2175		Arizona Department...			Bank of Ameri...	414.19		804.87
Check	5/20/2009	2180		Arizona Department...			Bank of Ameri...	138.63		943.50
Check	7/1/2009	1002b		Arizona Department...	Penalty		Chase Checki...	15.52		959.02
Check	7/14/2009	1003c		Arizona Department...			Chase Checki...	273.20		1,232.22
Check	8/3/2009	1001		Arizona Department...			Chase Checki...	148.90		1,381.12
Check	9/3/2009	1009		Arizona Department...	Sales Tax		Chase Checki...	284.05		1,665.17
Check	10/21/2009	1008a		Arizona Department...			Chase Checki...	421.48		2,086.65
Check	11/1/2009	1023		Arizona Department...			Chase Checki...	132.55		2,219.20
Check	12/13/2009	1027		Arizona Department...			Chase Checki...	120.82		2,340.02
Total Sales Tax										
								2,340.02	0.00	2,340.02
State Income Tax										
Check	7/15/2009	2189		Arizona Department...	2008		Bank of Ameri...	50.00		50.00
Total State Income Tax										
								50.00	0.00	50.00
Water Testing										
Check	2/17/2009	2164		Aquatic Consulting ...			Bank of Ameri...	60.00		60.00
Check	4/26/2009	2174		Aquatic Consulting ...			Bank of Ameri...	40.00		100.00
Check	4/26/2009	2178		Aquatic Consulting ...			Bank of Ameri...	60.00		160.00
Check	8/3/2009	1002		Aquatic Consulting ...			Chase Checki...	60.00		220.00
Check	11/1/2009	1020		Aquatic Consulting ...			Chase Checki...	60.00		280.00
Total Water Testing										
								280.00	0.00	280.00
Total Expense										
								26,918.10	527.00	26,391.10

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Accrual Basis

Bonita Water Company
Profit & Loss Detail
 January through December 2009

Type	Date	Num	Adj	Name	Memo	Clr	Split	Debit	Credit	Balance
Net Ordinary Income								26,918.10	27,843.72	925.62
Other Income/Expense										
Other Income										
Interest Income										
Deposit	6/30/2009				Interest		Chase Checki...	0.00	100.00	100.00
Total Interest Income									100.00	100.00
Other Income										
Deposit	9/30/2009			Chase Bank-9041	Reversal of f...		Chase Checki...	0.00	63.00	63.00
Total Other Income									63.00	63.00
Total Other Income								0.00	163.00	163.00
Other Expense										
Other Expenses										
Check	2/4/2009			Homeowner	Duplicate pay...		Bank of Ameri...	45.64		45.64
Total Other Expenses								45.64	0.00	45.64
Total Other Expense								45.64	0.00	45.64
Net Other Income								45.64	163.00	117.36
Net Income								26,963.74	28,006.72	1,042.98

7/13/2006
10/11/2006
11/14/2006

TONTO NATIONAL FOREST

BONITA CREEK
UNIT TWO
302-73

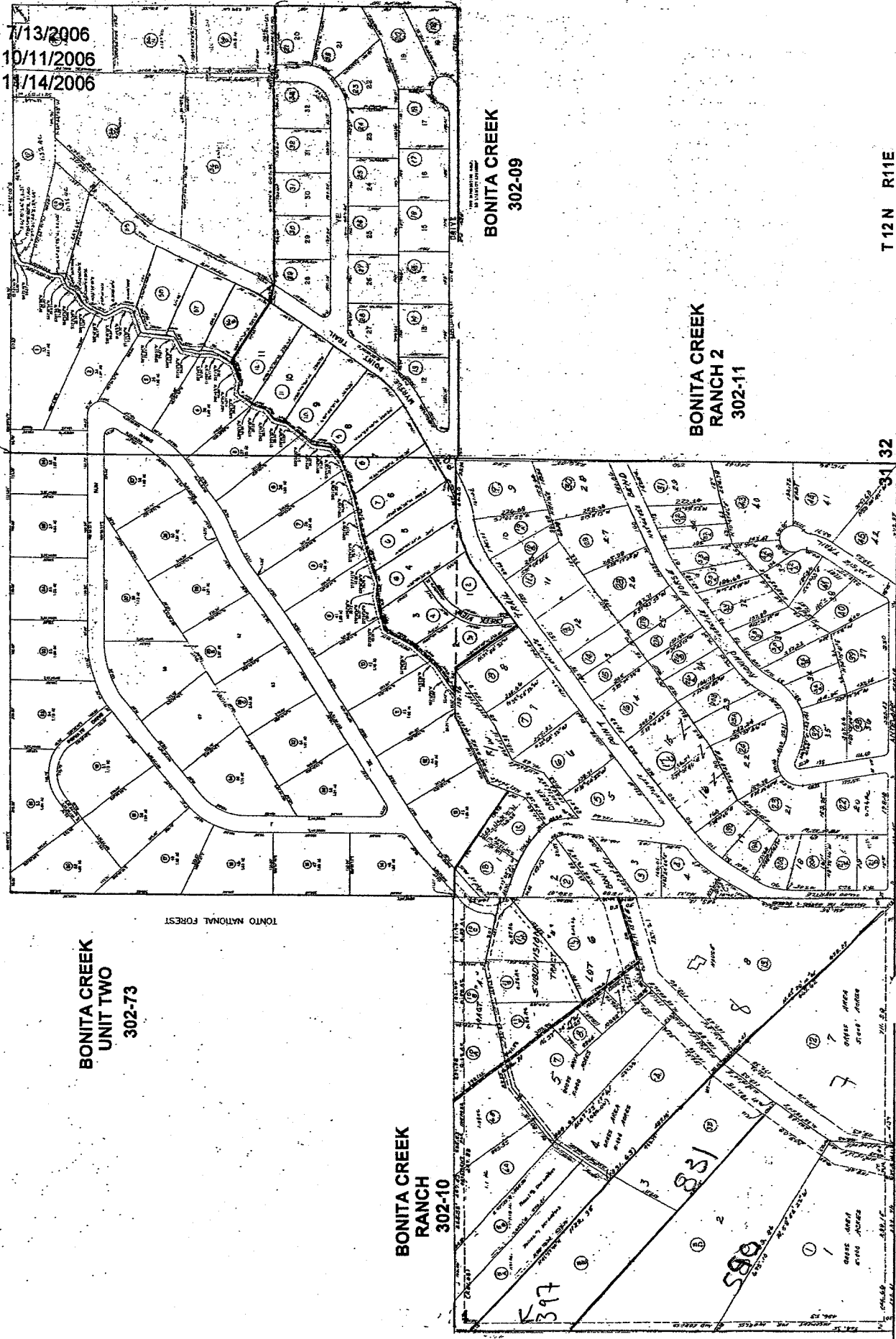
BONITA CREEK
RANCH
302-10

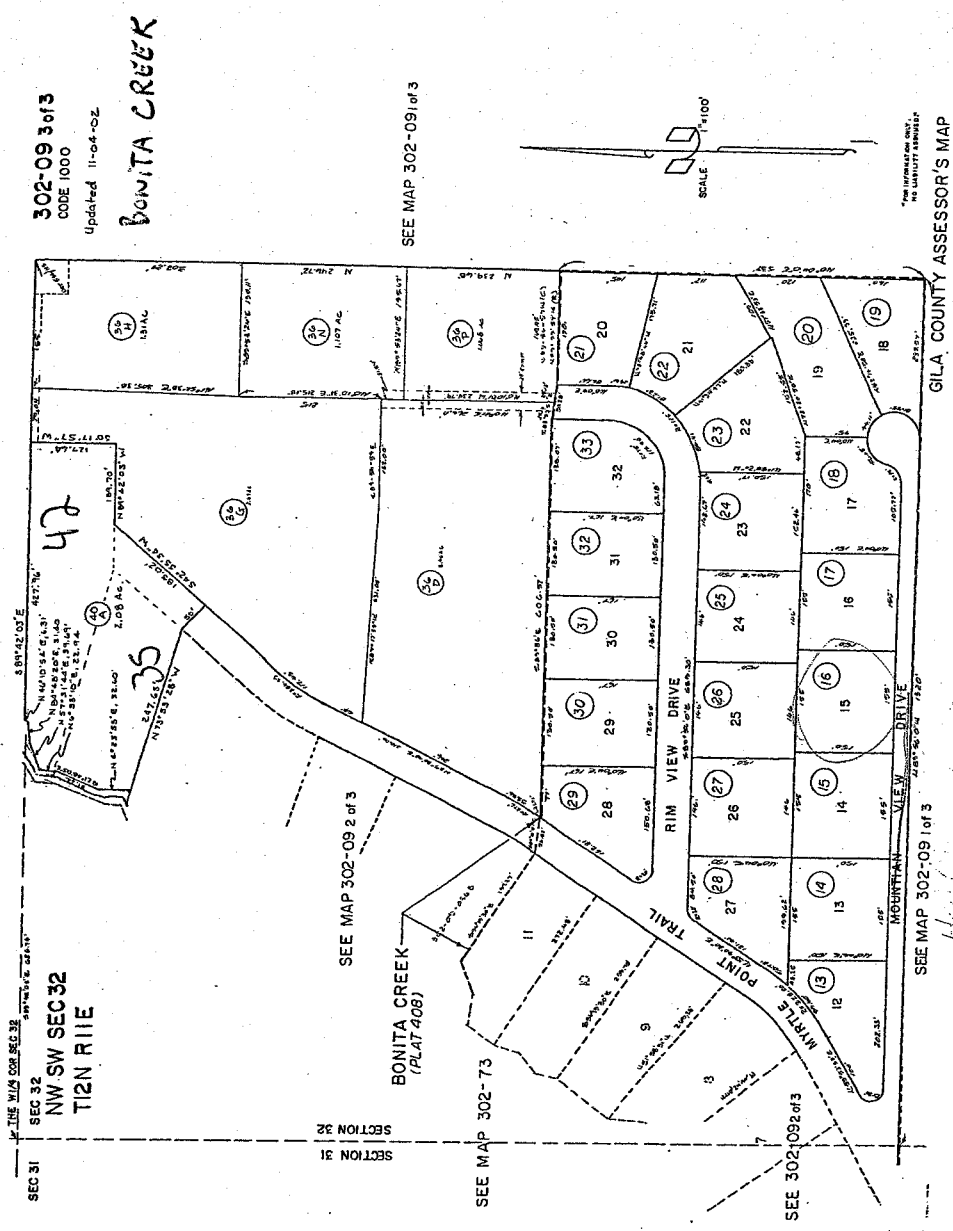
BONITA CREEK
302-09

BONITA CREEK
RANCH 2
302-11

T 12N R11E
T 11½N R11E

31 32
19 20





TOWNSHIP 12 N RANGE 11 E
SECTION 31 SW SE

302-10

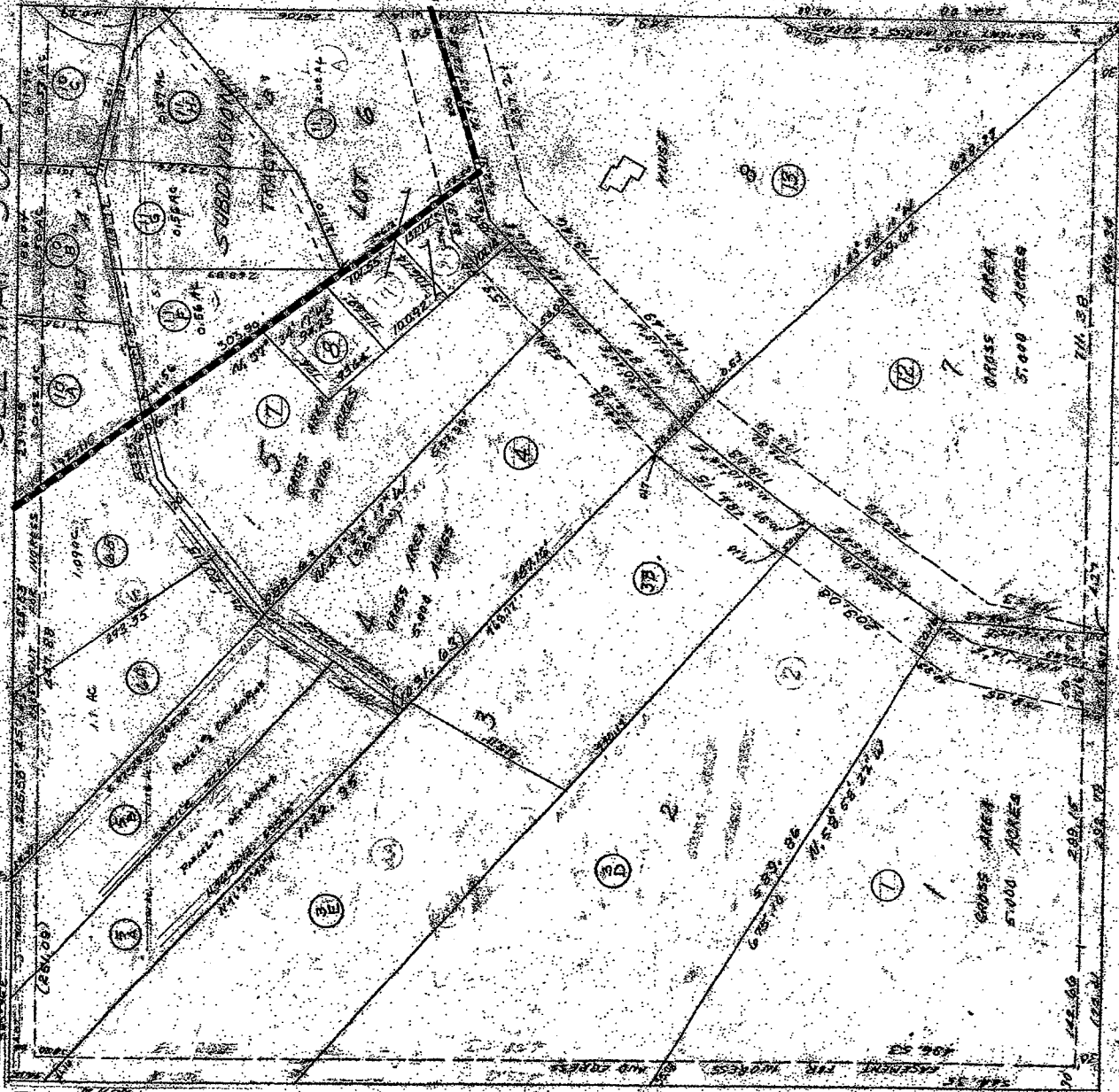
CODE 1000

UPDATED 1-20-05

BONITA CREEK
RANCH
PLAT 157

SCALE 1"=120'

GILA COUNTY ARIZONA



SEE MAP 302-18

54 Con
Sec 31

TOWNSHIP 12 N RANGE 11 E
SECTION 31 SE SE

302-11

CODE 1000
UPDATED 6-14-02

BONITA CREEK
RANCH NO 12

SEE MAP 302-9

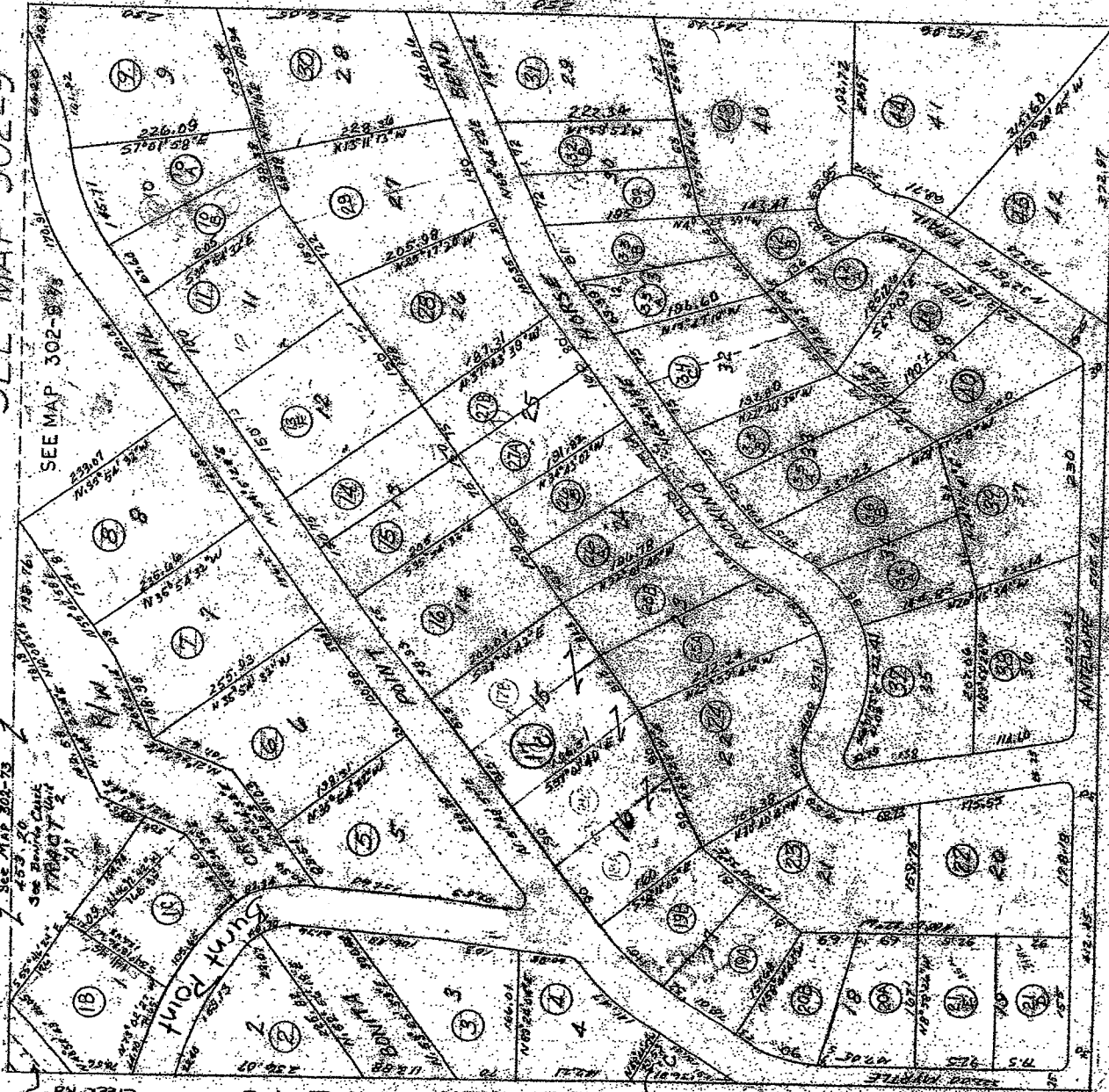


SCALE 1"=120'

S.E. Cor.
Sec. 31

GILA COUNTY ASSESSOR

SEE MAP 302-9



SEE MAP 302-18

**NOTICE OF INTENTION TO GRANT
THE TRANSFER OF A NON-EXCLUSIVE WATER FRANCHISE**

NOTICE IS HEREBY GIVEN that William Glaunsinger d/b/a as Bonita Creek Land and Homeowner's Association has applied to the Board of Supervisors of Gila County pursuant to A.R.S. 40-283 for the transfer of a non-exclusive public service franchise for the operation of a water system within the Bonita Creek subdivision, Bonita Creek Ranch subdivision and Bonita Creek Ranch 2 subdivision of Gila County, more specifically described as follows:

The northwest quarter of the southwest quarter of Section 32, Township 12 North, Range 11 East of the Gila and Salt River Base and Meridian, Gila County, Arizona.

The northeast quarter of the southeast quarter of Section 31, Township 12 North, Range 11 East of the Gila and Salt River Base and Meridian, Gila County, Arizona.

The southeast quarter of the southeast quarter of Section 31, Township 12 North, Range 11 East of the Gila and Salt River Base and Meridian, Gila County, Arizona.

The southwest quarter of the southeast quarter of Section 31, Township 12 North, Range 11 East of the Gila and Salt River Base and Meridian, Gila County, Arizona.

NOTICE IS HEREBY GIVEN that the Board of Supervisors intends to grant the transfer of the franchise license from Bonita Creek Land and Homeowner's Association to Bonita Creek Property and Preservation Association. The public hearing will take place at 10:00 a.m. on September 21, 2010, in the Supervisors' Auditorium, Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona. All interested parties and the public are invited to attend at this location or by ITV (interactive television) at 610 E. Highway 260, Board of Supervisors' Conference Room, Payson, Arizona. If on or before such date more than fifty percent of the qualified electors of the County petition the Board of Supervisors to deny such privilege, it shall do so, and any privilege granted against such petition shall be void.

Date at Globe, Gila County, Arizona this 23rd day of August 2010.

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

Publication Dates:

Arizona Silver Belt – September 1, 8 and 15

Payson Roundup – September 3, 10 and 17

Concerned Property Owners in Bonita Creek (Payson), Arizona

389 W. Burnt Point Trl., Payson, AZ 85541, 928-978-2163

August 6, 2010

To: Gila County Board of Supervisors

Regarding: Transfer of Franchise License from Bonita Creek Land and Homeowners Association TO Bonita Creek Property and Preservation Association

Dear Supervisors:

There is currently on file with your department an application for transfer of Water Utility Franchise from Bonita Creek Land and Homeowners Association to Bonita Creek Property and Preservation Association. This letter, and the documents that accompany it, are a formal request for you to deny this transfer.


Mr. Glaunsinger decided to change the name of our homeowners association and did so without membership approval as clearly stated was necessary in our by-laws. The membership in the Bonita Creek Land & Homeowners Association was illegally taken, along with their bank accounts, and then efforts were taken by Mr. Glaunsinger to cover up this little mistake by falsifying documents and lying.

I have included documents with this letter that show that a vote to change the name of the association was never on the published agenda, a signed statement by a member at that meeting (who is also a lawyer) stating that a vote was never taken, and copies of all the statements filed with the Arizona Corporation Commission by various members of the community in protest of this transfer with that agency.

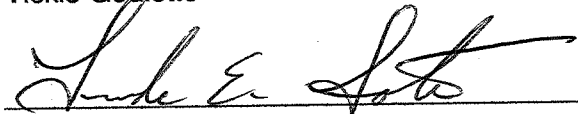
We have a lot of internal turmoil in our community right now that we hope to get straightened out by voting in a new board at our annual meeting on September 4, 2010. It is the goal of much of the community for the Bonita Creek Land and Homeowners Association to maintain ownership of the water company thereby making any license transfers unnecessary. We will be proposing to the members that the By-Laws of that corporation be changed to reflect that their only purpose is to maintain the water system. The Bonita Creek Property and Preservation Association would continue to do all the other activities typical for a community association.

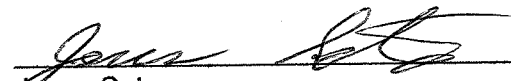
We respectfully request that you deny the request for transfer at this time, or delay your hearing, until our community members have the chance to straighten this situation out in-house.

Thank you,


Vickie Goulette


John Goulette


Linda Soto


Jesus Soto

Concerned Property Owners in Bonita Creek (Payson), Arizona

389 W. Burnt Point Trl., Payson, AZ 85541, 928-978-2163

Page 2

August 6, 2010

To: Gila County Board of Supervisors

Regarding: Transfer of Franchise License from Bonita Creek Land and Homeowners Association TO Bonita Creek Property and Preservation Association

Bonita Creek is primarily a week-end cabin type of community having only 10 homes occupied full-time, with 7 of those on the water system.

In addition to the property owners who signed the letter, the undersigned property owners are also opposed to the transfer of the franchise license.

Print Name & Lot #

Signature

GEORGE GRAHAM #55

Jeanell Graham #55

MIKE MASON

MIKE ADDINGTON #3 & 4

JAMES D. SUMPTER

JAMES E. DUMPTON
THE KNAPP #5

CHARLES FINE #60

PENNY H. FINE #60

BILL ARTWOLTL 2513
2614

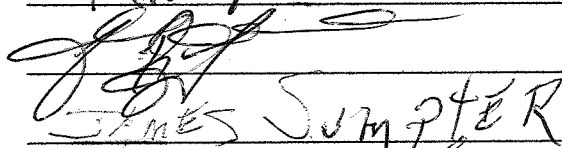
HARRY WONG lot 59



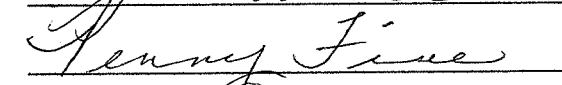
Jeanell Graham



MIKE ADDINGTON



JAMES SUMPTER



JAMES DUTTON



CHARLES FINE



PENNY FINE



BILL ARTWOHL



HARRY WONG

Copy of 2005
agenda showing no
schedule to
vote for name
change.

This is the agenda that was mailed
to all the members.

2005

Dear Bonita Creek Property Owners,

By means of this letter we would like to invite you join us for a **dedication of the refurbished Dude Fire Memorial on Saturday, Sept. 3rd at 3:00 PM** at the N.W. corner of Myrtle Point and the entry road. Jim and Becky Sumpter have kindly contributed the memorial property in recognition of the supreme sacrifice made by the Dude firefighters. At the conclusion of the ceremony, we invite you to attend the **Bonita Creek Community Association meeting at the Glaunsinger residence, 480 Big Al's run**. Following the meeting there will be a community barbecue and a chance to share news and meet some of our new neighbors. Please bring a side dish of your choosing.

The \$65.00 annual dues can be sent to Bonita Creek Property & Preservation Association, HC 7 Box 271 R, Payson, Az 85541 by September 3, 2005. Our community association is dedicated to addressing those issues that are most important to the residents and property owners. As many of you are aware, much progress has been made to improve our community in the last several years as well as helping neighbors with building and other projects. The Association is committed to continuing these efforts and we encourage you to join the Association to help us achieve these goals. This past year, in spite of the wet wintry weather, we have been able to continue or complete the following:

- Continuation of cooperative efforts with the Forest Service for fire preventative maintenance as well as the Association's use of the Pearley pit for wood debris drop-off.
- Installation of Bonita Creek Entry sign.
- 911 rural road name change and erection of new road signs.
- Construction of a retaining wall for the Dude Fire Memorial and a planned dedication on Labor Day weekend.
- An extensive effort to clear and maintain the Bonita Creek trail was completed this July. Because of all of the winter rains, the trail required an increased amount of clearing and repair of washed out areas.
- Clearing of brush around the water tank and repair of the fence.
- Significant progress on maintenance items for the Water Company.

This coming year the Board has recommended engaging Tree Pro to collect and chip wood and weed debris that has been stacked by Association members, if there is sufficient community interest. The wet winter and spring has provided the moisture for trees, bushes and grasses to put on a significant amount of growth. Although we welcome the continued rebirth of the forest, the Forest Service has reminded us that it is still extremely important to create fire safe zones on all properties including the removal or trimming of Love Grass, and thinning oaks, Manzanita and other brush. If you would like to take advantage of the above opportunity, please plan to attend the meeting to help choose the best dates to arrange for this service.

Our future efforts for 2005-2006 include completion of the entry road fire break initiative, procuring a water trailer as a back-up emergency contingent, maintenance of the subdivision roads, continued Bonita creek trail maintenance and several improvements in the Bonita Water Company infrastructure. We encourage your participation in these efforts as well as any suggestions you may have to initiate other community projects.

Below is the agenda for the annual meeting. If you would like to place any additions to this agenda please e-mail your suggestions to lglaunsinger@yahoo.com before the meeting.

Sincerely,

Bill Glaunsinger BCPPA President

ANNUAL MEETING AGENDA

- I. Call to order- Bill Glaunsinger
 - II. Director's reports
 - A. Communications Director- Dave Kelley
 - B. Environmental Director- Marcia Viezens
 - C. Road Director- Fred Washburn
 - D. Water Director- Harry Viezens
 - III. Treasurer's report - Linda Soto.
 - IV. Old business- Bill Glaunsinger
 - a. Entrance Sign
 - b. Bonita Creek Memorial
 - c. Trail maintenance
 - d. Tree removal on entry road
 - e. New street signs
 - f. Continued efforts to acquire water trailer for fire protection
 - V. New business
 - a. Hiring Tree Pro to remove stacked, trimmed brush from Association members lots
 - b. Continuation of 431 road clearing effort
 - c. Maintenance and roof for entrance sign.
 - d. Recycling
 - VI. Adjournment
-

Copy of letter from
Property Owner stating
there was no vote.
to change the name.

Charles L. Fine
Attorney at Law

9041 North 33rd Way
Phoenix, AZ 85028
Direct - 602/996-6697
Fax - 602/953-0046
cpfine@cox.net

June 18, 2010

John Goulette
389 Burnt Point Trail
HC 7 Box 276-K
Payson, AZ 85541

Re: Annual association meeting in 2005

Dear John:

This letter will confirm our conversation regarding the lack of any vote to change the name of the association to Bonita Creek Property and Preservation Association (hereinafter "BCPPA"). My wife, Penny, and I attended the September 3, 2005 annual meeting of the so-called BCPPA. No vote to change the name to BCPPA was scheduled or taken at the meeting.

We purchased our property in June 2004. We were asked to join the association by Lorna and Bill Glaunsinger and a few others during 2004 and 2005. One of the documents given us was a letter from Bill Glaunsinger to the Bonita Creek Property Owners, which contained (on the backside of the letter) the September 4, 2004 Annual Meeting Agenda of the "Bonita Creek Property and Preservation Association." A copy of the letter and Agenda are included herein.

In Bill Glaunsinger's letter, he set forth that: "The Board has voted to change the Association's name to Bonita Creek Property and Preservation Association" and the dues were to be sent to "Bonita Creek Property & Preservation Association, . . ."

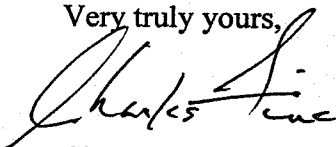
As a result of the information from the Glaunsingers and others, as well as the enclosed letter/Agenda, it was our understanding and belief that the Association we were asked to join was the Bonita Creek Property and Preservation Association, which we did in 2005, paying by check in the amount of \$65.00 to Bonita Creek Property & Preservation Association. In August 2005, we received a letter from "Bill Glaunsinger BCPPA President." It called for dues to be sent to the "Bonita Creek Property & Preservation Association." Under the body of the letter, the September 2005 Annual Meeting Agenda was set forth. A copy of the letter and Agenda are enclosed.

Based upon the statements made to us, the letters and agendas we received, the association we heard about, was aware of, and joined was the Bonita Creek Property and Preservation Association. Obviously, we believed and for years continued to believe the name change to BCPPA had been formally or officially accomplished. If the issue of a name change had been on the Agenda for the 2005 Annual Meeting and if there had been a vote to change the name at the meeting, I would have clearly remembered it and would have challenged it on the bases that (1) it was not on the Agenda, (2) it had improperly been instituted for over one year and (3) it violated the Constitution and ByLaws, a copy of which I had received in August 2005. Article VII of the ByLaws require changes in the Constitution and ByLaws to be by vote of the membership and prior notice thereof has to be given in order for members to "send a written vote to the Secretary prior to the regular or special meeting."

We were unaware that the association was not formally or officially voted upon, changed to or recorded as the BCPPA until the summer of 2009 when the issue was raised regarding the separation of the water company from the BCPPA. The enclosed documents establish that the name change was not presented to the membership in either 2004 or 2005. Even a cursory review of the agendas proves this point. Moreover, if an attempt to have it voted on at the annual meeting without the prior notice to members (so they could submit a written vote), it would have been void as being violative of the requirements of the Constitution & ByLaws.

I trust this confirms our discussions and provides you with the pertinent information. If there are any questions or if there is anything further, please don't hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Charles Fine".

Charles Fine

Enc: 2004 letter/agenda
2005 letter/agenda

Letters/Emails
sent to the
AZ Corporation
Commission in
opposition to the
transfer.

COMMISSIONERS
KRISTIN K. MAYER-Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

ORIGINAL



0000113202

ARIZONA CORPORATION COMMISSION

RECEIVED

2010 JUL 23 P 2:46

July 23, 2010

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

DOCKETED

JUL 28 2010

DOCKETED BY

CERTIFIED MAIL

Mr. Doyle Warner
Bonita Creek Land and Homeowners Association
251 North Big Als Run
Payson, Arizona 85541

RE: APPLICATION FOR APPROVAL BY BONITA CREEK LAND AND
HOMESOWNERS ASSOCIATION FOR THE TRANSFER OF ASSETS AND
CERTIFICATE OF CONVENIENCE AND NECESSITY TO BONITA CREEK
PROPERTY AND PRESERVATION ASSOCIATION
DOCKET NO: W-02195B-10-0146

LETTER OF INSUFFICIENCY

Dear Sir:

Staff is currently reviewing your application and requests the following information for further review:

- Please provide an explanation of why the current owner is transferring the Water Company. Please provide details regarding the current state of the Company and any information that would help Staff get a clear picture of what is driving the sale at this time.
- Please provide background information regarding the Company and its ownership, management and operations. It is imperative that Staff understands the organizational structure and ownership when reviewing a transfer. Staff has received comments regarding this application, which can be found within the docket. Staff needs the pertinent information to address concerns that may rise from the comments presented thus far.
- Please explain why the company is being transferred for zero consideration, when there is an assumption by Staff that, the Company as considerable value.
- Please explain the relationship between the Doyle Warner and William Glaumsinger. Karl Kohlhoff is listed as the certified operator as well as a transferee, please inform Staff who will assume this responsibility.

Mr. Doyle Warner
July 23, 2010
Page 2

- Please provide information regarding the amount of utility experience of Mr. Glausinger. Feel free to provide any information regarding the experience of Mr. Glausinger, that will contribute to the decision making process of the Corporation Commission.

If you have any questions concerning this matter, please do not hesitate to contact me
Kiana Sears at 602-542-0754

Gratefully,



Kiana Maria Sears
Executive Consultant I

KMS:tdp

cc: Docket Control
Del Smith
Lyn Farmer
Brian Bozzo

W-02195B-10-0146



0000111586

ORIGINAL

ARIZONA CORPORATION COMMIL

UTILITY COMPLAINT FORM

47

Investigator: Guadalupe Ortiz 2010 Phone 3 P 4: 52

Fax:

Priority: Respond Within Five Days

ARIZONA CORPORATION
UTILITY COMPLAINT FORM

Opinion No. 2010 85897

Date: 5/12/2010

Complaint Description: 08A Rate Case Items - Opposed
N/A Not Applicable

Complaint By: First: John Last: Goulette

Account Name: John Goulette

Home:

Street:

Work:

City: Payson

CBR:

State: AZ Zip:

IC:

Utility Company: Bonita Creek Land and Home Owners %Harry Vlezens

Division: Water

Contact Name:

Contact Phone:

Nature of Complaint:

***** ALSO REFER TO ACC COMPLAINT NO. 2009 -
83495 *****

RE: Docket No. W-02195B-10-0146

Customer is calling to inform the Commission that he is opposed to the above referenced docket. Customer will be forwarding his comments related to this matter to me via email.

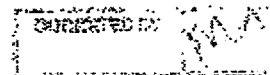
Arizona Corporation Commission

DOCKETED

5/13/2010 - Email Received - Opinion Opposed:

From: John Goulette [mailto:]
Sent: Thursday, May 13, 2010 8:17 AM
To: Guadalupe Ortiz
Subject: Opinion on transfer of assets Docket # W-02195B-10-0146

MAY 13 2010



DATE: May 13, 2010

Opinion on the transfer of assets and its Certificate of Convenience and Necessity (CCN) of the Bonita Creek Land and Homeowners water company PWS # 04-024 by the Bonita Creek Land and Homeowners Association ("BCLHA") to Bonita Creek Property and Preservation Association ("BCPPA").

BY:
John Goulette

Payson, AZ

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM

I am opposed to the sale and transfer asked for in Docket # W-02195B-10-0146.

A petition was sent to Mr Brad Morton of the ACC (Arizona Corporation Commission) on 12-1-2009 with signatures of property owners requesting that ACC take another look at Docket # U-2195-95-494; Decision # 59548 (Please add Petition and Docket to opinion). In March 1996, the Commission was going to order the Water Company to be separated from the BCLHA with its own board as a separate entity. At the time the Commission decided not to order the separation because of the volunteer effort of the community to keep the water company solvent.

In addition to the signed petition a survey was sent out to email addresses that I had (80+) to get a second view for what the community was feeling. There were 47 responses of which 37 (80%) were in favor of separation 8 (17%) were not in favor of separation 1 unsure 1 other.

In the petition it was pointed out that the membership had not voted for a name change and the association was collecting checks with dues payable to BCPPA but, still filing annual corporation reports under BCLHA. I feel that taking money from BCLHA and transferring it to BCPPA is a misappropriation of funds. Mr Morton was going to look into the misappropriation and take care of this matter. In an email to me from Mr William Glaunsinger he states that the four board members voted in 2005 unanimously for the name change. One of the board members he names wasn't even on the board in 2005, according to the Annual Corporation Reports, and the other two say they weren't for the name change and never voted. Even if it were true that the board voted to change the name, it still isn't the membership voting which is required under the Constitution and By-Laws of the association. Mr Morton informed me that the ACC can't do anything about the board, that the membership would have to take care of the matter or it was suggested that I might get advice from a utilities lawyer.

I also have the invitation, which included the agenda, that was sent out to the community to the 2004 Annual Meeting which I have attached (please add to opinion), that showed that the board had changed the name already and to make checks out to BCPPA. The agenda for the meeting shows that no vote was held by the membership to change the name.

This brings me to the NON-PROFIT CORPORATION ARTICLES OF AMENDMENT that was filed JAN 2010 file # 02271665 by Mr Glaunsinger with which I have issues. First, there hasn't been a BCLHA board since 2004 so how can he claim he is the President of BCLHA? Second, HOW can the amendment be duly adopted by act of the members if the membership DID NOT VOTE?

The water company was formed in 1956 and was originally going to be a system for the whole 160 acre community. When Unit II of Bonita Creek was developed in 1976, buyers received the HUD report which I have attached (please add to opinion) that indicates the Arizona Water Commissioner found the water supply inadequate and lots in that unit were sold without a domestic water system. At this time the CCN (Certificates of Convenience and Necessity) should have been amended to reflect the HUD report.

The Water Company installed a fire hydrant and upon testing it was discovered that the use of the hydrant creates a vacuum in the water main resulting in a loss of water for customers and sucking in of contaminants. The hydrant was installed without an ATC (Approval to Construct) and at this time the ADEQ (Arizona Department of Environment Quality) is evaluating the two questions I have asked them. Is the Water Company in compliance? Will the fire hydrant need to be removed? Karen Berry with ADEQ will inform me when they have a decision but for now the hydrant isn't supposed to be used. I believe the use of the hydrant after the discovery was poor management on the part of the board who appears to be more concerned with the fire district agenda than the safety of the water system and its water customers.

In conclusion, I would request that the Commission postpone the vote until the internal problems of the community can be resolved. Our annual meeting is in September and we intend to get a lot of these issues on the agenda for that meeting. The community wants a water company that is responsive to its customers first and a board whose only agenda is the delivery of safe water to its customers. The membership of the community

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM

needs to be able to vote on this issue and I think that a transfer will not be needed once a vote of the membership is taken.

Thank You
John Goulette

ATTACHED - HUD REPORT
2004 ANNUAL LETTER
End of Complaint

Utilities' Response:

N/A
End of Response

Investigator's Comments and Disposition:

Opinion docketed with the Docket Control Center of the Commission to be made part of the record. CLOSED
End of Comments

Date Completed: 5/13/2010

Opinion No. 2010 - 85897

W 021958-10-0146



0000113490

ORIGINAL ARIZONA CORPORATION COMMISS
UTILITY COMMISSION

Investigator: Brad Morton

Phone: JUN 23 PM 3:02

Fax:

Priority: Respond Within Five Days

AZ CORP COMMISSION
SECRET CONTROL

Opinion No. 2010 - 87543

Date: 8/22/2010

Complaint Description: 08A Rate Case Items - Opposed
N/A Not Applicable

Complaint By: **First:** John **Last:** Goulette

Account Name: John Goulette

Home:

Street: :

Work:

City: Payson

CCR:

State: AZ **Zip:** 85541

IE:

Utility Company: Bonita Creek Land and Home Owners %Harry Vlazens

Division: Water

Contact Name:

Contact Phone:

Nature of Complaint:

Docket No W 021958-10-0146

Arizona Corporation Commission

DOCKETED

From: John Goulette

Sent: Tuesday, June 22, 2010 1:21 PM

To: Bradley Morton; Kimberly Rule; Utilities Div - Mailbox

Subject: New Evidence re: Docket # W-021958-10-0146

JUN 28 2010

DOCKETED BY

mm

To Arizona Corporation Commission,

Members of the community have sent me more documents to prove falsification of records, documents, and misappropriation of funds (co-mingling of funds).

Lets start at the beginning, September 2004, Bill (William Gleunsinger) tells the community that the new name of the association will be Bonita Creek Property and Preservation Association (BCPPA) and to make checks payable to the BCPPA. See attachment (2004 annual letter and 9-04 minutes BCPPA). This effectively hi-jacked innocent members of the Bonita Creek Land and Homeowners Association (BCLHOA) into joining BCPPA. As you can see in the letter and agenda there was NOT a vote to change the name by the members. This took the \$25,930.00 that BCLHOA had and gave it to the BCPPA.

I began wondering what was going on when the board hired a board member to run the water system in October 2009. In reviewing the minutes of 02-2009 (attached 2-09 BCPPA Minutes) I discovered that Bill got \$3,000 for (operation monies?) and another \$400 for operator training. Under the heading "water company" it states that a level three license is needed to operate the Bonita Water system. This is not true!!! I am a grade 2 and that is all that is needed. I asked Lita Washburn (treasurer) about the \$3,000 and \$400 (of which I did not receive a penny) who got this money. First she denied all of it until I told her that I had a copy of the minutes, then she told me that no one got any money. I asked to see the books for the BCPPA, BCLHOA, and the BWC (Bonita Water Company). Lita said the books are open for anyone to see, but still I have not been able to see them. The

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM

BCPPA gets money from dues, the BWC gets money from water customers, where does the BCLHOA get its money if not from co-mingling funds (attached BCLHOA Tax Ck). Maybe the ACC can get a look at the books.

A petition was sent to Brad Morton in October 2009 signed by 47 members of the community to have the ACC look into separating the water company from the association. In part it said "I would like for the commission to reconsider their decision made on March 1998 Docket # U-2195-95-494 Decision # 58548. This decision declined to order the Bonita Creek Land and Homeowner Association to separate the two entities; the association and the water company."

This petition had the ACC look into the BCPPA and in 2010 Bill filed Articles of Amendment with the ACC stating that the membership voted to change the name in September 2005. First there were no members of the BCLHOA to vote for a name change in 2005. I have a letter and documents that shows that in 2005 the association was BCPPA and there wasn't a vote (attached Fine Letter). In Bill's attempt to cover up, he made new documents for the records (attached 9-05 Bill minutes and 9-05 Bill agenda) the new white paper was a dead give away against the aged paper of the other documents. If you check Bill's agenda against what was sent out to Fine you will see that Bill added V.s which stated a vote was taken. Bill not only falsified the ACC document by stating that BCLHOA members voted to change the name, but made a new false records document to reflect the lie in the first document.

Now Bill is trying to take away the water company assets of the BCLHOA from the community who wishes to have the water company as a separate entity. Our annual meeting takes place September 4, 2010 where the election of new officers takes place. Shortly after, it is hoped, by the community, that the new board will grant the wishes of the community members and the BCLHOA members will adopt a new constitution and by-laws recognizing the association as a water utility whose sole purpose is the operation of the water company. The new board for the BCPPA will hopefully return all monies that belong to the BCLHOA.

This is why myself and many of the property owners have sent in so many letters in opposition to the transfer of assets that the BCPPA has filed with you. We do not consider the BCPPA as having a legal right to the assets that belong to the community since it was formed without community consent. We ask, once again, that the ACC refrain from taking any action on this docket until the community has the chance to rectify these problems from within by voting in a new board for the BCPPA in September.

Thank you.

John Goulette
369 W. Burnt Point Trl.
Payson, AZ 85541
Bonita Creek Ranch Lot 1
928-878-2163

Eight attachments

1. Sept 4, 2004 Association meeting minutes
2. Letter to residents from Bill Gleumelinger regard Sept 4 meeting.
3. Agenda for Sept 4, 2004 meeting
4. Minutes from February 20, 2009 Association meeting.
5. Letter from Charles L. Fine to Mr Goulette dated June 18, 2010
6. Letter regardin Sept 3, 2005 dedication of the refurbished Dude Fire Memorial.

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM

7. Sept 3, 2005 Association meeting minutes.

8. Check for \$429.16 dated 11/21/06 to Gila County Treasurer Debra Savage. Signed by Liza Washburn.
End of Complaint

Utilities' Response:

Investigator's Comments and Disposition:

Opinion docketed, attachments attached to original Opinion in file.
End of Comments

Date Completed: 6/22/2010

Opinion No. 2010 - 87543

W02195B-10-0146



0000111869

ORIGINAL

ARIZONA CORPORATION COMMIS

UTILITY COMPLAINT FORM

41
9

Investigator: Guadalupe Ortiz

Phone:

Fax:

Priority: Respond Within Five Days

Opinion No. 2010 87031

Date: 5/20/2010

Complaint Description: O&A Rate Case Items - Opposed
N/A Not Applicable

Complain By: **First:** Denrik

Last: Spoelman

Arizona Corporation Commission
DOCKETED

Account Name: Denrik Spoelman

Home: (000) 000-0000 **MAY 21 2010**

Street: N/A

Work:

City: N/A

CBR: c

State: AZ **Zip:** 00000

By: E-Mail

DOCKETED BY

Utility Company: Bonita Creek Land and Home Owners %Harry Vlazens

Division: Water

Contact Name:

Contact Phone:

Nature of Complaint:

Email Received - Opinion Opposed:

From: Valorie Nimmo On Behalf Of Utilities Div - Mailbox
Sent: Wednesday, May 19, 2010 9:05 AM
To: Guadalupe Ortiz
Subject: FW: Bonita Creek Water Company

From: ... [msn.com]
Sent: Tuesday, May 18, 2010 2:51 PM
To: Utilities Div - Mailbox
Subject: Bonita Creek Water Company

RECEIVED
200 MAY 21 PM 12:31
UTL. CRST. COMMISSION
DOCKET CONTROL

I believe that the Bonita Creek Water Company should be a separate entity from the Home Owners Association (or what ever they call themselves). The Water Company should be run by people voted into those positions and people who have the appropriate background/experience/qualifications. I also believe that the Home Owners Association is politically motivated without the best interests of the property owners, with there own agendas and those within their circle of friends.

This Homeowners Association can not or will not assists in the necessities of the community such as road improvements and other important needs of the community. Instead they have burdened the property owners with higher taxes due to unnecessary projects and have allowed or assisted in the following disasters:

Heliport
Antique Fire truck
Allowing Ham Operator Towers to Ruin the View

Running water utility lines on private property without an easement, authorization, and without compensation
Incorporation into a small time volunteer fire department from a much larger and effective Payson fire

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM

department costing the community greatly with the only benefit being a slightly less response time

Raising the base (monthly) water bill instead of the cost for using water (per gallon).

This Home Owners Association is changing their name to a Preservation Society is ironic since in the last ten years they have done just the opposite.

I vote to sever the Association from actively participating in the Water Company business.

Just for the record I do have some experience in this area being a Registered Geologist with twenty plus years working on water production wells, surface and wastewater treatment plants, water recharge and recovery projects, and the treatment/remediation of contaminated groundwater for SWDS/AWQS.

Thank-you Derrick Spoelman
"End of Complaint"

Utilities' Response:

Investigator's Comments and Disposition:

Opinion docketed with the Docket Control Center of the Arizona Corporation Commission to be made part of the record. CLOSED

"End of Comments"

Date Completed: 5/20/2010

Opinion No. 2010 - 87031

W.02195B-10-0146



0000111868

ORIGINAL

**ARIZONA CORPORATION COMMISSION
UTILITY COMPLAINT FORM**

27
20

Investigator: Guadalupe Ortiz

Phone:

Fax:

Priority: Respond Within Five Days

Opinion No. 2010 87030

Date: 5/20/2010

Complaint Description: OBA Rate Case Items - Opposed
N/A Not Applicable

Complaint By: First: Jeff Last: Joaquim

Account Name: Jeff Joaquim

Home: (000) 000-0000

Street:

Work:

City: Bonita Creek

CBR:

State: AZ Zip: 00000

Is E-Mail:

Utility Company: Bonita Creek Land and Home Owners %Harry Vlazens

Division: Water

Contact Name:

Contact Phone:

Nature of Complaint:

Email Received - Opinion Opposed:

—Original Message—

From: Valeria Nimmo On Behalf Of Utilities Div - Mailbox

Sent: Wednesday, May 19, 2010 8:06 AM

To: Guadalupe Ortiz

Subject: FW: Docket#W 02195B-10-0146

Arizona Corporation Commission

DOCKETED

MAY 21 2010

DOCKETED BY

MVA

RECEIVED
2010 MAY 21 10 31
DOCKET CONTROL
ARIZONA CORPORATION COMMISSION

—Original Message—

From:

Sent: Tuesday, May 18, 2010 4:22 PM

To: Utilities Div - Mailbox

Subject: Docket#W 02195B-10-0146

From: Jeff Joaquim

Bonita Creek Az.

I do not want the assets transferred to anyone or any association and I ask that the ecc hold off on taking any action until we can vote on it

Thank You,

Jeff Joaquim

End of Complaint

Utilities' Response:

Investigator's Comments and Disposition:

W-02195B-10-0146

ORIGINAL

ARIZONA CORPORATION COMMISSION



0000111935

UTILITY COMPLAINT FORM

Investigator: Guadalupe Ortiz

Phone: (802) 542-2406

Fax: (802) 542-2129

Priority: Respond Within Five Days

Opinion No. 2010 87072

Date: 5/24/2010

Complaint Description: DBA Rate Case Items - Opposed
N/A Not Applicable

Complaint By: **First:** Chris **Last:** Mielke

Account Name: Chris Mielke

Home: (000) 000-0000

Street: Lot 29 and Lot 31b

Work:

City: n/a

CBR:

State: AZ **Zip:** 00000

is:

Utility Company: Bonita Creek Land and Home Owners %Harry Vlezens

Division: Water

Contact Name: Fred Washburn

Contact Phone: (928) 488-0405

Nature of Complaint:

Email Received - Opinion Opposed:

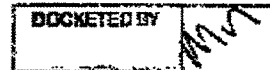
RE: Docket No. W-02195B-10-0146

Arizona Corporation Commission

DOCKETED

MAY 25 2010

From: Chris [mailto:AZMilkman@Cox.Net]
Sent: Monday, May 24, 2010 9:18 AM
To: Utilities Div - Mailbox
Subject: ACC Docket # W-02195B-10-0146



To Whom it may concern:

As a property owner of two lots in the Bonita Creek Community, I would like to state that I am opposed to the transfer of assets to the Bonita Creek Homeowners Association.

The entities need to be sole and separate as there seems to be some type of movement or push to gain control of the entire community and I am adamantly opposed to this. The group may have good intentions, however, I am still opposed to the transfer of assets.

Please accept this email as a NO vote for the transfer of assets.

Thank you,

Chris Mielke
Property Owner
Lot 29 and Lot 31b
"End of Complaint"

Utilities' Response:

RECEIVED
2010 MAY 25 P 3 54
ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

W-02195B-10-0146

ORIGINAL

ARIZONA CORPORATION COMMISSION



0000111934

UTILITY COMPLAINT FORM

Investigator: Guadalupe Ortiz

Phone: (602) 542-2406

Fax: (602) 542-2129

Priority: Respond Within Five Days

Opinion No. 2010 87074

Date: 5/24/2010

Complaint Description: DBA Rate Case Items - Opposed
N/A Not Applicable

Complaint By: **First:** Ted & Diann **Last:** Mullen

Account Name: Ted & Diann Mullen

Home: (000) 000-0000

Street: 5518 E. Seven Palms Dr.

Work:

City: Cave Creek

CBR:

State: AZ **Zip:** 85331

IE:

Utility Company: Bonita Creek Land and Home Owners %Harry Vlezens

Division: Water

Contact Name: Fred Washburn

Contact Phone: (928) 468-0405

Nature of Complaint:

Email Received - Opinion Opposed:

RE: Docket No. W-02195B-10-0146

Arizona Corporation Commission

DOCKETED

MAY 25 2010

From: Ted Mullen [mailto:tmullen9@men.com]
Sent: Monday, May 24, 2010 9:28 AM
To: Utilities Div - Mailbox
Subject: Docket # W-02195B-10-0146



Dear Arizona Corporation Commissioners:

We believe that there should be no transfer of assets of the water company at Bonita Creek. The water company and the association (BCPPA) should be separate entities. We have not been able to vote on this issue as their board has not enabled the homeowners the ability to express our opinion and vote on this important issue.

We are landowners of Lots 11G, 11F, and 10B in Bonita Creek.

Thank you for the privilege of being heard on this important matter.

Sincerely,

Ted & Diann Mullen
5518 E. Seven Palms Dr.
Cave Creek, AZ 85331
End of Complaint

Utilities' Response:

RECEIVED
2ND MAY 25 P 3 54
AZ CORP COMMISSION
DOCKET CONTROL

W-02195B-10-0146

ORIGINAL

ARIZONA CORPORATION COMMISSION



UTILITY COMPLAINT FORM

Investigator: Richard Martinez

Phone: ()

Fax:

Priority: Respond Within Five Days

Opinion No. 2010 87107

Date: 5/26/2010

Complaint Description: O&A Rate Case Items - Opposed
N/A Not Applicable

Arizona Corporation Commission

DOCKETED

MAY 27 2010

Complaint By: David & Linda

Last: Kelley

Account Name: David & Linda Kelley

Home: (000) 000-0000

Street:

Work:

City: Payson

Cell:

State: AZ Zip: 85541

Is:

Utility Company: Bonita Creek Land and Home Owners %Harry Vizena

Division: Water

Contact Name:

Contact Phone:

Nature of Complaint:

(Docket W-02195B-10-0146)

Attention: Corporation Commission.

We are landowners of Lot 12 in Bonita Creek, and we feel there should be no transfer of assets of the Bonita Creek Water Company the Bonita Creek Homeowners Association. We also feel the water company and the HOA (BCPPA) should be separate entities.

We should be allowed to vote on this matter but have not had the opportunity to express our opinion on this matter.

Our 911 address is:

Payson, AZ 85541

This email should be accepted as an opposition to transferring of assets.

Sincerely
Dave and Linda Kelley

Chandler, AZ 85224-2290
"End of Complaint"

Utilities' Response:

Investigator's Comments and Disposition:

RECEIVED
200 MAY 27 10 17
AZ CORP COMMISSION
DOCKET CONTROL

W-02195B-10-0146



ORIGINAL

**ARIZONA CORPORATION COMMISSION
UTILITY COMPLAINT FORM**

Investigator: Richard Martinez

Phone:

Fax:

Priority: Respond Within Five Days

Opinion No. 2010 - 87119

Date: 5/27/2010

Complaint Description: O&A Rate Case Items - Opposed
N/A Not Applicable

Complaint By: **First:** George **Last:** Graham

Account Name: George Graham

Home: (000) 000-0000

Street:

Work:

City: Payson

CER:

State: AZ **Zip:** 85541

in: E-Mail

Utility Company: Bonita Creek Land and Home Owners %Harry Vlazens

Division: Water

Contact Name:

Contact Phone:

Nature of Complaint:

OPPOSITION TO TRANSFER DOCKET # W-02195B-10-0146

I am opposed to the transfer of the Bonita Creek Water company assets as called for on ACC Docket # W-02195B-10-0146. My opposition stems from the undefined nature of fiscal responsibility and how it will affect non water company users and property owners.

This matter needs to be a public hearing.

George Graham

Mesa, AZ 85202
Bonita Creek Unit:

Bonita Creek, AZ 1
"End of Complaint"

Utilities' Response:

Investigator's Comments and Dispositions:

5/27

Emailed to Phoenix to docket.
Docket No. W-02195B-10-0146

FILE CLOSED.
"End of Comments"

Arizona Corporation Commission

DOCKETED

MAY 28 2010

DOCKETED BY

M/M

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

2010 MAY 28 P 12:02

RECEIVED

W-02195B-10-0146



0000112494

ORIGINAL

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM

Investigator: Richard Martinez

Phone: [REDACTED]

Fax: [REDACTED]

Priority: Respond Within Five Days

Opinion No. 2010 - 87108

Date: 5/26/2010

Complaint Description: OSA Rate Case Items - Opposed
N/A Not Applicable

Complaint By: First: Moe & Carrie Last: Bell

Account Name: Moe & Carrie Bell

Home: (000) 000-0000

Street: [REDACTED]

Work:

City: Payson

COR:

State: AZ Zip: [REDACTED]

IC:

Utility Company: Bonita Creek Land and Home Owners %Harry Vizcons

Division: Water

Contact Name: [REDACTED]

Contact Phone: [REDACTED]

Nature of Complaint:

(Docket # W-02195B-10-0146)

To whom it may concern,

Regarding Docket # W-02195B-10-0146, we are opposed to transferring assets to the Bonita Creek Property and Preservation Association. We feel the existing water company should be a separate entity run by the people who are served by the water company, not the Bonita Creek community at large, which includes many people who are not water company customers. Thank you.

Moe and Carrie Bell

"End of Complaint"

Utilities' Response:

Investigator's Comments and Disposition:

5/28

Emailed to Phoenix to docket.

Docket No. W-02195B-10-0146

FILE CLOSED.

"End of Comments"

Arizona Corporation Commission

DOCKETED

MAY 28 2010

DOCKETED BY

[Signature]

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

2010 MAY 28 P 12:02

RECEIVED

W-02195B-10-0146



ORIGINAL

ARIZONA CORPORATION COMMISSION
UTILITY COMPLAINT FORM

Investigator: Richard Martinez

Phone: 2010 MAY 28 P 12:01

Ext:

Priority: Respond Within Five Days

AZ CORP COMMISSION
DOCKET CONTROL

Opinion No. 2010 - 87114

Date: 5/28/2010

Complaint Description: OSA Rate Case Items - Opposed
N/A Not Applicable

Complaint By: First: Vickie

Last: Goulette

Arizona Corporation Commission
DOCKETED

Account Name: Vickie Goulette

Home: (000) 000-0000 MAY 28 2010

Street:

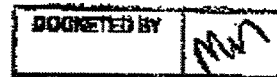
Work:

City: Payson

CBS

State: AZ Zip: 85541

Int E-Mail



Utility Company: Bonita Creek Land and Home Owners %Harry Viezens

Division: Water

Contact Name:

Contact Phone:

Nature of Complaint:

(Docket # W-02195B-10-0146)

To Whom It May Concern,

I am writing to register my opposition to Docket # W-02195B-10-0146.

I do NOT want the assets transferred from Bonita Creek Land & Homeowners Association to Bonita Creek Property & Preservation Association.

The members nor the community as a whole never even got the chance to vote on changing the name of the association. In fact, the members have been given little chance to vote on anything the current board has been doing the past few years.

It is the opinion of myself and many of the property owners that the water company and the association should be two separate entities and we would like the opportunity to have that vote prior to the ACC rendering an opinion on the transfer of the assets. If the vote goes as we think it will given the poll results from earlier this year the split will take place and the transfer of assets will not be necessary.

In spite of internally changing the name of the association, the treasurer of the association, Lita Washburn, has continued to falsely file documents for the past 5 years in the name of Bonita Creek Land & Homeowners Association when that association has had no members and no board.

suffice it to say that there is a great deal of internal turmoil within our community and I respectfully ask the ACC to deny, or at the very least delay, any decision until we have had a chance, as a community, to work our conflicts out and get it cleared up. Our annual meeting is in September and it is our goal to vote out much of the current board and get our community back on track.

Respectfully,
Vickie Goulette

W-02195B-10-0146

ORIGINAL

ARIZONA CORPORATION COMMISSION
UTILITY COMPLAINTS DIVISION



0000112722

Investigator: Guadalupe Ortiz

Phone:

200 JUN -4 P 4:05

REC

Priority: Respond Within Five Days

AZ CORP COMMISSION
DOCKET CONTROL

Opinion No. 2010 87260

Date: 6/4/2010

Complaint Description: OSA Rate Case Items - Opposed
N/A Not Applicable

Complaint By: First: Mary-Jo Last: Artwohl

Account Name: Mary-Jo Artwohl

Home:

Street:

Work:

City: Payson

CSR:

State: AZ Zip:

IE:

Utility Company: Bonita Creek Land and Home Owners %Harry Vlazens

Division: Water

Contact Name:

Contact Phone:

Nature of Complaint:

EMAIL RECEIVED - OPINION OPPOSED:

Arizona Corporation Commission
DOCKETED

RE: Docket No. W-02195B-10-0146

JUN - 4 2010

Original Message

From: Mary-Jo Artwohl [mailto:]
Sent: Thursday, June 03, 2010 9:15 PM
To: Utilities Div - Mailbox
Subject: ACC Docket #W-02195B-10-0146

DOCKETED BY [Signature]

I served on the Board of Directors not long after the Duda Fire and I was there when the Homeowners Association was chartered through the Corporation Commission. We had to legally own Bonita Water and this was the quickest method to form a Homeowners Association.

My entire family worked on the water company after the fire to help rebuild it, to help read water meters and to send out the bills and I have always considered it to be a community asset.

I oppose the transfer of assets of the Bonita Water Company. The water company truly should remain with the people who are its customers.

Both my husband and I would be happy to serve on a Board if necessary.

Thank you.

Mary-Jo Artwohl

Payson, Arizona 85541
"End of Complaint"

W-02195B-10-0146

ORIGINAL

ARIZONA CORPORATION COMMISSION



0000112721

UTILITY COMPLAINT FORM RECEIVED

Investigator: Guadalupe Ortiz

Phone:

2010 JUN -4 P 4:05 PM

Priority: Respond Within Five Days

AZ CORP COMMISSION
DOCKET CONTROL

Opinion No. 2010 87263

Date: 6/4/2010

Complete Description: OSA Rate Case Items - Opposed
N/A Not Applicable

Complaint By:

First:

William

Last:

Artwohl

Account Name:

William Artwohl

Home:

Street:

Work:

City:

Payson

CCR:

State:

AZ

Zip:

Is:

Utility Company:

Bonita Creek Land and Home Owners %Harry Vlazens

Division:

Water

Contact Name:

Contact Phone: ()

Nature of Complaint:

Email Received - Opinion Opposed:

RE: Docket No. W-02195B-10-0146

Arizona Corporation Commission

DOCKETED

JUN - 4 2010

-----Original Message-----

From: Mary-Jo Artwohl [mailto:]

Sent: Thursday, June 03, 2010 9:08 PM

To: Utilities Div - Mailbox

Subject: ACC Docket #W-02195B-10-0146

DOCKETED BY

Gentlemen:

We were evacuated during the Dude Fire of 1990 and formed the Bonita Creek Land & Homeowners Association for the main purpose of having a legal way to own Bonita Water. We created a treasury of \$23,000, researched our water rights and were told by Salt River that Bonita Water had a very good claim on Bonita Creek. Our family has been a customer of Bonita Water since 1979, helped build and operate Bonita Water and always at a profit.

We are opposed to the transfer of assets of the Bonita Water Company.

Sincerely,

William Artwohl.

Payson, Arizona 85541

"End of Complaint"

Utilities' Response:

W02195B-10-0146



0000112997

ORIGINAL

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM

Investigator: Brad Morton

Phone:

Fax:

Priority: Respond Within Five Days

Opinion No. 2010 - 87422

Date: 6/15/2010

Complaint Description: DBA Rate Case Items - Opposed
N/A Not Applicable

Arizona Corporation Commission

DOCKETED

JUN 15 2010

Complaint By:

First:

Viola

Last:

Robertson

Account Name:

Viola Robertson

Home:

Street:

Work:

City:

Payson

CBR:

State:

AZ

Zip: 85441

Is:

DOCKETED BY

Utility Company:

Bonita Creek Land and Home Owners %Harry Vlazens

Division:

Water

Contact Name:

Contact Phone:

Nature of Complaint:

From: that

Sent: Friday, June 11, 2010 1:17 PM

To: Utilities Div - Mailbox

Cc: bonitacreekwaterguy@gmail.com

Subject:

In reference to docket No. W-02195B-10-0146 at ACC, I wish to have the water company stay with BCLHOA. I do not want the water company and assets transferred to the BCPPA.

Viola Robertson

"End of Complaint"

Utilities' Response:

Investigator's Comments and Disposition:

Opinion Docketed

"End of Comments"

RECEIVED
2010 JUN 15 A 11:30
ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

Date Completed: 6/15/2010

Opinion No. 2010 - 87422

W-02195B-10-DAL6

ORIGINAL

ARIZONA CORPORATION COMMISSION



0000112959

UTILITY COMPLAINT FORM

Investigator: Al Amezcua

Phone:

Fax:

Priority: Respond Within Five Days

Opinion No. 2010 - 87400

Date: 6/14/2010

Complaint Description: OSA Rate Case Items - Opposed
N/A Not Applicable

Complaint By:

First:

Bill

Last:

Marovich

Account Name:

Bill Marovich

Home: (000) 000-0000

Street:

Work: (000) 000-0000

City:

Payson

Cell:

State:

AZ

Zip: 85541

In:

Utility Company:

Bonita Creek Land and Home Owners %Harry Vlezene

Division:

Water

Contact Name:

Fred Washburn

Contact Phone:

Nature of Complaint:

Docket # W-02195B-10-0146.

From: Billy Marovich (mello)

Sent: Wednesday, June 09, 2010 10:57 PM

To: Utilities Div - Mailbox

Cc:

Subject: Transfer of Assets of the Bonita Creek Water Company

Dear Sir,

This e-mail is concerning ACC Docket # W-02195B-10-0146.

I am opposed to the transfer of assets of the Bonita Creek Water Company. I believe the water company should be a separate entity. I am the owner of Lot 40 in Bonita Creek.

Bill Marovich

Payson, AZ 85541

End of Complaint

Utilities Response:

Investigator's Comments and Disposition:

6/14/10 Comments noted and entered for the record. Docketed.

End of Comments

Arizona Corporation Commission

DOCKETED

JUN 17 2010

DOCKETED BY

mm

RECEIVED
2010 JUN 17 P 3:51
AZ CORP COMMISSION
DOCKET CONTROL

W 02195B-10-0146

ORIGINAL

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM



0000113051

Investigator: Brad Morion

Phone:

Fax:

Priority: Respond Within Five Days

Opinion No. 2010 - 87481

Date: 6/18/2010

Complaint Description:

08A Rate Case Items - Opposed

N/A Not Applicable

Complaint By:

First:

James D.

Last:

Sumpter

Account Name:

James D. Sumpter

Home: (000) 000-0000

Street:

Work:

City:

Payson

Cell:

State:

AZ

Zip: 85541

Is:

Utility Company:

Bonita Creek Land and Home Owners %Harry Vlazens

Division:

Water

Contact Name:

Contact Phone:

Nature of Complaint:

Docket No. W-02195B-10-0146

From: Jim Sumpter

Sent: Wednesday, June 16, 2010 9:24 AM

To: Utilities Div - Mailbox

Subject: Opposed to transfer of assets of water co. docket# W-2195B-10-0146

RECEIVED
2010 JUN 18 PM 3:34
ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

To whom it may concern, I James D. Sumpter, in reference to docket # W-2195B-10-0146, Am opposed to the transfer of assets of the Bonita Creek water co. "End of Complaint"

Utilities' Response:

Investigator's Comments and Disposition:

Opinion Docketed.

"End of Comments"

Date Completed: 6/18/2010

Opinion No. 2010 - 87481

Arizona Corporation Commission

DOCKETED

JUN 18 2010

DOCKETED BY

MW

W 02195B-10-0146

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM

Investigator: Brad Morton

Phone: ()

Fax:

Priority: Respond Within Five Days

Opinion No. 2010 - 88208

Date: 7/28/2010

Complaint Description: DBA Rate Case Item - Opposed
N/A Not Applicable

Complaint By: First: Joe Last: Knapp

Account Name: Joe Knapp

Home:

Street:

Work:

City: Gilbert

CBF:

State: AZ Zip: 85295

IS:

Utility Company: Bonita Creek Land and Home Owners %Harry Vlazens

Division: Water

Contact Name:

Contact Phone:

Nature of Complaint:

From:

Date: Tue, 1 Jun 2010 08:13:00 -0700

Re: bonita creek waterguy@gmail.com

X-Brightmail-Tracker: AAAAAA==

To Whom it may concern with regards to ACC Docket # W-02195B-10-0146:

My name is Joe Knapp, I own lot 5, property rural address 123, in Bonita Creek Arizona. I currently oppose the transfer of the water rights of our community at this time. There is a lot of controversy and opposing views in the community at this time. It does not seem prudent to be making any major policy changes until there is more agreement and everyone has the answers to their questions.

My best main contact address is :

Gilbert, AZ 85295

Thank you

JOE KNAPP

Contract Specialist

oring

End of Complaint

Utilities' Response:

W 021958-10 -0146

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM

Investigator: Brad Morton

Phone:

Fax: (602)

Priority: Respond Within Five Days

Opinion No. 2010 - 88207

Date: 7/28/2010

Complaint Description: CBA Rate Case Items - Opposed
N/A Not Applicable

First:

Last:

Complaint By: Charles & Penny Fine

Account Name: Charles & Penny Fine

Home (EO):

Street:

Work:

City:

Phoenix

CBR:

State:

AZ

Zip: 85028

IC:

Utility Company: Bonita Creek Land and Home Owners %Harry Vlazens

Division: Water

Contact Name:

Contact Phone:

Nature of Complaint:

May 28, 2010

Re: Opposition to Transfer of assets from Bonita Creek Land & Homeowners Ass'n/Water Company

Arizona Corporation Commissioners:

Attached please find our statement of support against the pending Docket matter regarding the transfer of assets from the Bonita Creek Land and Homeowners Association (BCLHA) and its Water Company to the Bonita Creek Preservation & Property Association (BCPPA). We submit our position statement in opposition to the transfer.

We are owners of property located within the Bonita Creek community of homes. Our home is located on the west side of Bonita Creek, but is not located on the creek. We are not recipients of water from the Water Company, but are concerned that the transfer of assets to the BCPPA may require us to pay fees and expenses due to the BCPPA Board of Directors' efforts to transact a deal with SRP. If consummated, the deal could require us to pay a share of the fees, costs, and expenses SRP would charge for entering into the agreement, as well as for its maintenance and services provided thereafter. As we would receive no benefit whatever, as we would not be a recipient of any water or water services, etc., a requirement to pay therefor may be construed as a taking of property without due process.

If there is anything further needed, please contact us.

Charles & Penny Fine

Phoenix, AZ 85028

End of Complaint

W-02195B-10-D146

ORIGINAL



0000113284

ARIZONA CORPORATION COMMISS

UTILITY COMPLAINT FORM

Investigator: Al Amezcua

Phone:

Fax:

Priority: Respond Within Five Days

Opinion No. 2010 - 88195

Date: 7/28/2010

Complaint Description: O&A Rate Case Items - Opposed
N/A Not Applicable

Complaint By: **First:** Jesus **Last:** Soto

Account Name: Jesus Soto

Home: (000) 000-0000

Street: n/a

Work: (000) 000-0000

City: n/a

CBR:

State: AZ **Zip:** 00000

E-Mail:

Utility Company: Bonita Creek Land and Home Owners %Harry Vlezans

Division: Water

Contact Name: Fred Washburn Arizona Corporation Commission

Contact Phone:

Nature of Complaint:

DOCKETED

From: Linda Soto

Sent: Monday, July 26, 2010 9:42 PM

To: Utilities Div - Mailbox

Subject: W-02195B-10-0148

JUL 28 2010

DOCKETED BY

[Signature]

RECEIVED
2010 JUL 28 P 41 00
ARIZONA CORPORATION COMMISSION
TICKET CONTROL

I, Jesus Soto, as the owner of lot 14 in Bonita Creek II, wish to oppose the transfer of assets of the Bonita Creek Water Company from the Bonita Creek Land and Homeowners Association. In the interest of the water customers, I believe the water company should be a separate entity from the Property and Preservation Association. As this subject and other subjects appear to be an internal disagreement, I believe all action should be suspended until after the September annual membership meeting
"End of Complaint"

Utilities' Response:

Investigator's Comments and Disposition:

7/28/10 Comments noted for the record and docketed. CLOSED.

"End of Comments"

Date Completed: 7/28/2010

Opinion No. 2010 - 88195

W 02195B10-0146

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM

Investigator: Brad Morton

Phone: ---

Fax: ..

Priority: Respond Within Five Days

Opinion No. 2010 - 88205

Date: 7/28/2010

Complaint Description: OBA Rate Case Items - Opposed
N/A Not Applicable

Complaint By: First: Kristy Last: Bell

Account Name: Kristy Bell

Home: (000) 000-0000

Street: J

Work:

City: Payson

CBR:

State: AZ Zip: 85541

IC:

Utility Company: Bonita Creek Land and Home Owners %Harry Vlazens

Division: Water

Contact Name:

Contact Phone: . . .

Nature of Complaint:

From: n Goulet
Sent: Wednesday, July 28, 2010 7:17 AM
To: Bell, Kristy; Utilities Div - Mailbox
Subject Re: ACC Docket# W-02185B-10-0146

To Whom It may concern:

In reviewing all the documents sent in opposition of this matter I do not see the following letter of opposition in your file. Please add.

Thank you.

At 2:56 PM -0400 8/28/10, Bell, Kristy wrote:

>To whomever is in charge of this proposed transfer, I would like to
>make note that I am extremely opposed to the transfer of assets of the
>BCLHOA Water Company and BCC. This seems to have been initiated by a
>small group of people in our community without the knowledge or consent
>of the entire group. I believe that what was sent, was convoluted and
>untrue to the rest of the homeowners involved.

>
>Kristy Bell / Homeowner

>
>Bonita Creek/Payson Az. 85541

"End of Complaint"

Utilities' Response:

W-02195B-10-0146

ARIZONA CORPORATION COMMISSION
UTILITY COMPLAINT FORM

Investigator: Brad Morton

Phone:

Fax:

Priority: Respond Within Five Days

Opinion No. 2010 - 88208

Date: 7/28/2010

Complaint Description: O&A Rate Case Items - Opposed
N/A Not Applicable

Complaint By: First: Clay Last: Moser

Account Name: Clay Moser

Home:

Street: I

Work:

City: Mesa

CEB:

State: AZ Zip: 85203

IE:

Utility Company: Bonita Creek Land and Home Owners %Harry Vlazens

Division: Water

Contact Name:

Contact Phone:

Nature of Complaint:

From:com>
>Subject: ACC Docket # W-02195B-10-0146
>Date: Thu, 27 May 2010 14:58:01 -0700
>Cc: John Goulette -
>To: mailmaster@azcc.gov

>Dear

>Arizona Corporation Commission, ACC Docket # W-02195B-10-0146 I oppose >the transfer of assets >The
>water company should be separated from the home owners association. >I own 2 properties in Bonita Creek
>Parcel # 30210010A & Parcel # 30210000B My 911 address is 275 W. Burnt >Point Trail

>Clay Moser

>Mesa, Az. 85203

End of Complaint

Utilities' Response:

Investigator's Comments and Disposition:

Opinion docketed
End of Comments

Date Completed: 7/28/2010

Opinion No. 2010 - 88208

Sheppard, Marian

From: John Goulette [bonitacreekwaterguy@gmail.com]
Sent: Wednesday, September 01, 2010 5:14 PM
To: Sheppard, Marian
Subject: BCLHOA Constitution and Bylaws & 2004 Agenda
Attachments: 2004annualletter.pdf; BCLHOA By-laws 8-2005.pdf

Hi Marian,

Thank you for letting us know about the public hearing. I have attached the 2004 Agenda where you will see at the top that they had already changed the name to the BCPPA stating that the board had voted to change the name when, according to our by-laws, they were not authorized to do that, it must be a vote of the membership. Also attached are the By-Laws of the BCLHOA that state that meetings will be conducted in accordance with Roberts Rules of Order. The name change could not have been voted on by the members of the BCLHOA in 2005 as Mr. Glaunsinger stated because at that point there were no members of the BCLHOA. He had already changed the name and been operating as the BCPPA for over a year. It still comes down to the fact that NO MEMBERS EVER voted to change the name of the association. Mr. Glaunsinger altered the official agenda AND minutes to try and cover up the fact that the rules were not followed in this matter.

Currently the members of the BCLHOA are at 25+ members and a new board is being formed and if necessary there will be a lawsuit filed to force the BCPPA to return documents and funds that rightfully belong to it. The annual meeting for the BCPPA is this Saturday, Sept. 4th, and we should have a new board for them as well that will handle this matter internally.

If I can be of further assistance please don't hesitate to contact me. Thank you for your assistance.

John Goulette
928-978-2163

Dear Bonita Creek Property Owners,

By means of this letter we would like to invite you join us for the **Association meeting** to be held **Sat., Sept. 4th at 4:00 pm at the Washburn residence** on Myrtle Point trail. There will be a special presentation that you won't want to miss! The meeting will be followed with a barbeque (hotdogs and hamburgers) and an excellent opportunity to interact with your neighbors . Please bring a side dish of your choosing.

The Board has voted to change the Association's name to **Bonita Creek Property and Preservation Association** to more adequately reflect its purpose and to keep the annual dues at \$65.00/ lot. Dues can be sent to Bonita Creek Property & Preservation Association, HC 7 box 271 R, Payson, Az 85541 by September 4, 2004 or you can contribute at the annual meeting.

It is evident from the list of primary accomplishments below that the Association has been very active again this year. The Association is trying to address those issues that are most important to the community and we NEED YOUR SUPPORT to continue our efforts.

- *Continued clearing of the 431 entrance road creating a more extended fire break.*
- *Community effort to clear private land and the hiring of a chipping service to remove and chip wood debris. These chippings are decaying nicely and will be useful next year as mulch to reduce property owners' outside watering needs.*
- *Maintenance of the Bonita Creek trail.*
- *Construction of 3 bridges across the creek to facilitate hiking the trail*
- *New rate structures for the Bonita Creek Water Company allowing the company to operate in the black and to schedule some long needed maintenance.*
- *Maintenance and improvement of the Bonita Creek website.*
- *New topping and grading of the Bonita Creek subdivision roads.*
- *Establishment of a Curtailment Tariff (water use alert).*
- *Documentation and clarification of Board Member responsibilities.*
- *Organization of all Bonita Creek records.*
- *Board approval for the Association name change.*
- *Continuation of Cooperative efforts with the Forest Service as well as the use of the Pearly pit for wood debris drop-off.*
- *Beginnings of an ATV plan to provide marked trails close to the subdivision for all riders.*
- *Beginnings of a water conservation plan to insure the careful use of one of our most precious resources.*
- *911 rural road name changes and distribution of home address numbers. (if you haven't received your BC address house number, you may pick it up at the annual meeting. This number must be posted on your property by the end of September).*

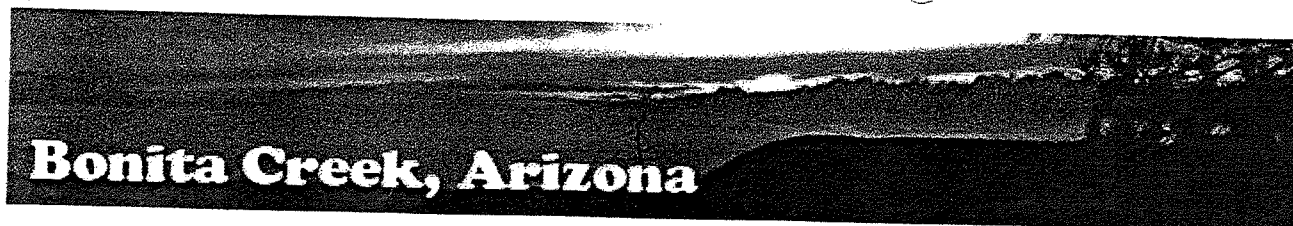
On the back of this letter is the agenda for the annual meeting. If you would like to place any additions to this agenda please e-mail your ideas to the list serve before the meeting by accessing the website.

Sincerely,

Bill Glaunsinger BCPPA President

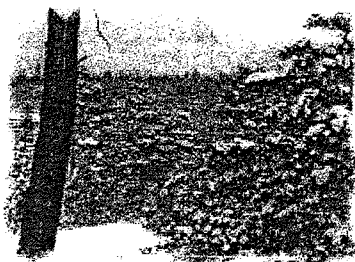
ANNUAL MEETING AGENDA
Bonita Creek Property and Preservation Association
Sept. 4, 2004 4:00 PM
Washburn residence, Myrtle Point Trail

- I. Call to order- Bill Glaunsinger
- II. Approval of June and August Board meeting minutes- Board
- III. Director's reports
 - A. Communications Director- Dave Kelley
 - B. Environmental Director- Marcia Viezens
 - C. Road Director- Fred Washburn
 - D. Water Director- Fred Washburn
- IV. Treasurer's report - Linda Soto.
- V. Old Business- Bill
 - A. Truck sale
 - B. Entrance sign
- VI. New business
 - A. Summary of water rights discussion with SRP- Bill
 - B. Fire prevention effort for 2004-05 year
 - 1. Continuation of 431 road clearing effort- Lorna Stulen-Glaunsinger
 - 2. Chippings available for community use as mulch- Lorna
 - 3. Fire protection clearing efforts by property owners- Marcia
 - 4. Possible purchase of a water trailer with pump for community fire protection- Bill
 - C. 911 addressing and new street name signs - Linda
 - D. ATV Plan - Bill
- VII. Election results- Lorna
- VIII. Adjournment- Bill



HOME Page

- Message from President and Board
- Fire Reports
- Payson Roundup
- Bonita List Server



Meetings and Docs

- Rain water harvesting
- Annual Mtg. Minutes
- Meetings and Docs
- Constitution & Bylaws
- Bonita Creek Water Cooperative
- Bonita Creek Water Company's Curtailment Plan

CONSTITUTION AND BYLAWS

OF

BONITA CREEK LAND AND HOMEOWNERS' ASSOCIATION

ARTICLE I-NAME

The name of this Association shall be Bonita Creek Land and Homeowners' Association

ARTICLE II- PURPOSE

The mission of the Association is to preserve the beauty and natural resources of the Bonita Creek area, protect the rights of everyone in the community, and to work cooperatively with all members of the community. Examples of this mission include:

Organization of volunteer efforts to address conservation and other ecological issues that are important for the preservation and enjoyment of the natural environment at Bonita Creek

Improvement of government and private services to the community, including fire protection and the grading of county roads.

Development of a mutually beneficial working relationship with federal, state, municipal and other funding agencies.

Accurate and timely reporting of information, meeting minutes, community actions, as well as county, state or federal agency communications.

ARTICLE III- ADMINISTRATION



Activities

- [Pictures of Bonita Creek](#)
- [Arizona All-Terrain Vehicle Laws \(PDF\)](#)
- [Small Pile Debris Burning Regulations \(PDF\)](#) as of March 2004

The governance of this Association shall be vested in a Board of Directors consisting of not less than three or no more than seven members, all of whom must be property owners at Bonita Creek. Members of the Board are to be elected at the annual meeting and serve a two-year term. The preceding members of the Board will work to ensure a successful transition of the Board of Directors.

Immediately following the annual meeting, the newly elected Board or Directors shall meet one or more times for the purpose of organization. Notice of Board of Directors' meetings shall be given by e-mail, mail, or by direct contact not less than ten days before the time of the meeting.

The Board of Directors shall meet when deemed necessary. The majority of the Board shall constitute a quorum.

The Board of Directors shall consist of not less than three members: the President (who will chair the Board), Secretary and Treasurer. Additionally, a Vice President and three Directors at Large may be elected to the Board. The Directors at Large shall have special responsibilities within the Association.

The Board of Directors shall ~~submit~~ ^{submit} items not in conflict with this constitution and bylaws that are to be voted upon by the Association members.

The Board of Directors shall elicit volunteers and make recommendations for appointment for absent or unexpired terms. The Board's appointment shall then be ratified by vote at the annual meeting or by ballot sent to the Association's members. In the event that a meeting of the Association is eminent, the Board may elect to use the nomination process available at the meeting to elect Board Members to fulfill absent or unexpired terms. The majority of votes cast by the Association members shall constitute ratification or election to the Board.

The Board of Directors may elect delegates to any organization or convention in which representation from the Association is desirable. Such delegates shall not commit the Association to any policy, action or expense without the written consent of the Board of Directors after a vote of approval by Association members at a Board of Directors meeting.

The Board of Directors has the authority to carry on routine matters within the general administration of the approved business of this Association. They do not have

the power to execute any policy involving new or unapproved ventures, which may in any way involve any members financially or legally. The Board of Directors is vested with the authority to engage in beneficial ventures subject to approval at a Board of Directors meeting

Committees shall be appointed by the Board of Directors. The President of the Association shall be an ex-officio member of all committees. The Chairperson of such committee may call meetings of committees at any time. A majority of a committee present shall constitute a quorum.

ARTICLE IV- MEMBERS AND DUES

All property owners whose names appear on the title of property in Bonita Creek Ranch, Bonita Creek Ranch 2, Bonita Creek and Bonita Creek Unit 2 Subdivisions of Bonita Creek Estates are qualified and eligible for membership in this Association, subject to the following:

They must protect their good standing by paying annual dues for the period of September 1-August 31. Only members in good standing will have voting privileges. The Board of Directors shall determine the amount of dues by the end of June and invoices will be sent out no later than July 15th. Dues will be payable on or before September 1st in order to be eligible to vote at the annual September meeting of the Association.

The Association dues shall be the same amount for all lots

Additional fees that may be necessary from time to time will be determined and justified by the Board of Directors.

Although no property owner is obligated to join this Association, each owner's membership is important to the Association's effectiveness; therefore owners are strongly encouraged to join the Association.

ARTICLE V-FINANCE

The Board of Directors shall select one or more institutions through which all financial matters are to be carried out in the name of the Association.

Annual proposed budgets will be prepared by the Treasurer, with input from the board of Directors, Committees and Association members, and be presented to the membership at the annual meeting.

All disbursements will be made by check or petty cash. The Board of Directors shall establish an account in the name of Bonita Creek Land and Homeowners' Association. Signatures of the President and the Treasurer are required on all disbursement checks. The President and the Treasurer are also required to sign and countersign on bank account signature cards.

All disbursements of \$300.00 or more shall be brought to the Board's attention, consideration, and vote. The majority of votes of members present shall constitute a quorum for approval or non- approval. Upon approval, the Treasurer is authorized to make the disbursement.

Disbursement for goods or services with an estimated value over \$500.00 must be put to bid. At least two bids should be obtained if possible. The Board's attention, consideration, and vote will be required once the bids have been presented and before disbursement by the Board is authorized and made by the Treasurer. In case of emergencies, the above process can be waived by Board approval.

There may come a time when a Board member may find it easier to make expenditures from their personal funds rather than from an Association check. In the event that this becomes necessary, receipts must be presented to the Treasurer and filed for reimbursement. The Treasurer will make these reimbursements within two weeks of presentation.

ARTICLE VI- MEETINGS AND ELECTIONS

The annual meeting of the members shall be held in September at such time and place as the Board of Directors may direct. Special meetings may be held at such time and place and in such manner as determined by the Board of Directors.

Notices of the annual meeting shall be sent at least 15 working days prior to such a meeting to the last known

address of each member as the name appears on the records of the Association.

The President or, in his/her absence, the Vice President, shall call meetings of the members to order and shall act as Chairperson. The Secretary of the Association shall act as Secretary at all meetings of the members. In his/her absence, the presiding officer may appoint any person to act as Secretary. All meetings shall be conducted in accordance with Roberts Rules of Order.

A majority of all members of the Association present at any meeting shall constitute a quorum.

Special meetings of the members of the Association may be called at any time by the Board of Directors and will be called by the Board of Directors upon petition of one third (33%) of the members entitled to vote.

The order of business of all meetings of the members and the Board of Directors shall be as follows:

Call to order

Approval of minutes of the last meeting

Reports of Committees

Treasurer's Report

Old Business

New Business

Election results

There will be one vote per membership per lot. Where two or more members own a lot they shall determine among themselves who is to cast the vote represented by said membership.

Except for Association work, solicitations for money, service or sales of tickets will not be allowed without prior approval of the Board of Directors.

The Board of Directors shall solicit volunteers and then appoint a Nominating Committee consisting entirely of non-Board members. The Nominating Committee shall

formulate a slate of proposed Directors for consideration. The Committee will also be responsible for preparing and mailing ballots describing the candidates and their background information as well as a statement of goals for presidential candidates. This shall be completed no more than 15 days before the annual meeting. The Nominating Committee will record the results of the vote. Ballots will be accepted as late as the start of the annual meeting.

ARTICLE V11-AMENDMENT

The Board of Directors may amend this constitution and bylaws at any annual or special meeting or by ballot sent to Association members' homes. Ratification by a majority of the respondents by ballot or a majority of the voting members of the Association present at any called meeting is needed for adoption. An absentee member may send a written vote to the Secretary prior to the regular or special meeting. Any amendment to this constitution and bylaws shall not in any way conflict with any property owner's specified or unspecified rights on property deed restrictions.

ARTICLE V111- MISCELLANEOUS

No list of member's names and addresses shall be disclosed to any agency, person or concern for commercial or real estate agency purposes by any officer or member entrusted with such a list. Any use of such a list shall constitute disbarment of the member from the Association.

All members shall be responsible to notify the Secretary of the Association of any address change as soon as possible.

Any member overdue in the payment of his/her dues shall lose his/her vote and shall not be counted until his/her dues are paid in full. Dues are payable on or before September 1st of each year.

No officer or member of this Association shall release any matter to the news media concerning this Association without written authorization from the Board of Directors. The Board of Directors shall approve a written copy of all news releases.

No member of this Association will appear before any government body or other groups to speak or represent this Association without written permission from the Board of Directors.

Sheppard, Marian

From: John Goulette [bonitacreekwaterguy@gmail.com]
Sent: Thursday, September 02, 2010 9:04 AM
To: Bill Glaunsinger
Cc: Sheppard, Marian; AZCC Kiana Sears
Subject: Roberts Rules of Order & Amendment to Constitution

Mr Glaunsinger,

Let's start with something we can both agree on. The Constitution and By-Laws (CBL) state that all meetings shall follow the Roberts Rules of Order (RRO). That is a fact. The following is from RRO and clearly states what is needed to amend the Constitution. This was not followed and your actions to have the members of the Bonita Creek Land & Homeowners Association (BCLHOA) pay dues to the Bonita Creek Property & Preservation Association (BCPPA) at the annual 2004 meeting was clearly a violation of the CBL. Any other type of vote that you want to say happened is not validated for the same reason and that is the membership never got to vote. As you stated in the invitational letter of 2004 "The Board has voted to change the Association's name to Bonita Creek Property and Preservation Association".

ROBERTS RULES of ORDER

"Voting by Mail is used for election of officers, and for amendments to the constitution or by-laws, and for such other important matters as the society may order to be voted on in this way. If an amendment to the by-laws is to be voted on by mail, a printed copy of the proposed amendment is mailed to every member with the words "yes" and "no" printed underneath, or on a separate slip, with directions to cross out one of them and return in the enclosed envelope, upon which should be printed the words, "Ballot for Amendment to Constitution." This envelope should usually have the signature of the voter on it, and be sealed and enclosed in another one addressed to the secretary, or to the chairman of the tellers, so that the inner envelope will not be opened except by the tellers when the votes are counted. If it is desired to present the arguments pro and con, the society can allow the leaders on the two sides to prepare brief statements to be printed and mailed with the proposed amendment to every member. Instead of having the voter's signature on the inner envelope, it may be placed on the ballot, but a place for the signature should be indicated, so that there may be some means of protection against votes being cast by other than legal voters. Voting by mail cannot be a secret ballot, as it is necessary for the tellers to know by whom each vote is cast. By some such method as the above it is practicable to give all the members, however scattered they may be, an opportunity to vote on questions of great importance."

You say that you just changed the name, but as you can see what you did was illegal and therefore not valid. In reality what happened was the forming of the BCPPA and a voting in of a BCPPA board. I have no problem with the BCPPA (other than how it was formed) and am willing to help with its mission as stated in their CBL. I believe there is a place for the BCPPA and its mission here in the community, however, you should reread it's mission statement as it says **NOTHING** about water. The water company is owned by the BCLHOA which is a viable entity and has members. Your submission of the Articles of Amendment to the ACC for the BCLHOA to change the name to the BCPPA was a falsification of a sworn document and the name change needs to be reversed. The transfer of assets and CC&N will be protested at the ACC hearing. Gila County will not transfer the franchise without a hearing and that will be protested as well because you are NOT the president of the BCLHOA and have no authority to request a transfer. Perhaps you may want to join the BCLHOA and run for office.

Regards,

John Goulette
389 W. Burnt Point Trail
Payson, AZ 85541
928-978-2163

Regular BOS Meeting

Date: 09/21/2010

Submitted For: Robert Gould, Community Development Division Director

Submitted By: Beverly Valenzuela, Community Development Division

Department: Community Development Division

Division: Community Development Administration

Presenter's Name:

Information

Request/Subject

Approve amendment to the LURPP (Land Use Resource Policy Plan)

Background Information

The purpose of the LURPP is to facilitate the development of a much more structured relationship with State and Federal Land Managers. The actions taken or proposed to be taken by these managers can and do have a significant impact on the lives of Gila County residents. This is especially true for Gila County where the Forest Service, Bureau of Land Management, Arizona State Land Department and the Tribal lands account for almost 96% of our land base.

Evaluation

The following amendments were made to the 1997 Land Use Resource Policy Plan:

1. The 1997 LURPP stated that the County would work cooperatively with the Federal and State public land management agencies. The 2010 amendment states the Gila County is exercising its right for coordination with State and Federal Agencies. The criterion for "coordination" is found on page #5 of the draft document.
2. The 1997 LURPP included 11 policy areas while the draft 2010 LURPP has 14 policy areas. The new areas include:
 - a. Policy for Natural Scenic Sites
 - b. Policy for Historic Sites
 - c. Policy for Payment in Lieu of Taxes.
3. The draft 2010 LURPP did not include policies for Multiple Use and Planning and Management of Public Lands. Planning and Management was included under Purpose and Intent in the updated draft.
4. Titles have been changed to be more exacting in describing the areas of concern to Gila County residents.
5. Policy Number 8, Rangeland Resources: deleted the following policy
 - Rangeland livestock grazing impacts shall be monitored, and livestock grazing shall be limited in riparian areas to non-growing seasons.

Other Materials Available:

1. A report on "How Coordination Plans Work" by Fred Kelly Grant
2. Senate Bill #1398: this bill was signed into law April 28, 2010. Section 2 of this Bill actually mandates that County's implement "Coordination Rights" with Federal and State Land Managers.
3. Arizona Revised Statutes §11-269.09 (Amendment referred to in Senate Bill #1398 above)
4. The 1997 LURPP
5. 2010 Draft LURPP

Conclusion

Four separate public meetings were held for the purpose of obtaining input on the Draft LURPP--July 6th in Tonto Basin; July 15th in Globe; July 21st in Payson; and July 31st in Young. The Planning and Zoning Commission met with the Board of Supervisors in a Workstudy on August 10th to discuss concerns and answer questions.

Recommendation

On August 19th, 2010 the Planning and Zoning Commission, after review and a lengthy discussion, recommended to the Board of Supervisors approval of the 2010 LURPP as submitted. This motion was unanimously approved by the nine Commissioners.

Suggested Motion

Public Hearing - Information/Discussion/Action to adopt Resolution No. 10-09-01 approving Planning and Zoning Department Case #LURPP 2010 Amendment, which complies with the requirements of the 2010 State of Arizona SH/HB 1398 as it relates to Federal and State management of land and resources.

(Bob Gould)

Attachments

Link: [LURPP Resolution 10-09-01](#)

Link: [LURPP Report to Board 8-19-10](#)

Link: [Final LURPP 8-19-10](#)

Link: [SIGNED AD](#)

Link: [LURPP Display Ad](#)

**RESOLUTION NO. 10-09-01
GILA COUNTY PLANNING AND ZONING
CASE # LURPP 2010 AMENDMENT**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS
AMENDING THE GILA COUNTY LAND USE RESOURCE POLICY PLAN (LURPP)**

WHEREAS, the Gila County Board of Supervisors may amend the Gila County Land Use Resource Policy Plan; and

WHEREAS, Arizona Revised Statutes, sections 11-829 and 11-251.05C contain the procedures for such amendments, and

WHEREAS, the Gila County Planning and Zoning Commission held a duly noticed public hearing on such amendment and recommended approval to the Board of Supervisors on such amendment;

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors, at a regularly scheduled and duly noticed public hearing did pass and adopt the following amendment to the Gila County Land Use Resource Policy Plan, the full text of which is attached as Exhibit "A", such amendment to become effective October 21st, 2010.

Passed and adopted this 21st day of September 2010.

Gila County Board of Supervisors

ATTEST:

BOARD OF SUPERVISORS

Marian Sheppard, Chief Deputy Clerk

Michael A. Pastor, Chairman

APPROVED TO FORM:

Bryan Chambers, Chief Deputy County Attorney

Date: August 19, 2010

To: Board of Supervisors

From: Robert Gould
Community Development Director

Subject: 2010 Land Use Resource Policy Plan

The Planning and Zoning Commission met on August 19, 2010 to consider public testimony and staff comments prior to making a recommendation to the Board of Supervisors.

The purpose of the LURPP is to facilitate the development of a much more structured relationship with State and Federal Land Managers. The actions taken or proposed to be taken by these managers can and do have a significant impact on the lives of Gila County residents. This is especially true for Gila County where the Forest Service, Bureau of Land Management, Arizona State Land Department and the Tribal lands account for almost 96% of our land base.

The Planning & Zoning Commission met with the Board in a Workstudy on August 10 to discuss concerns and answer questions.

Four separate public meetings were held for the purpose of obtaining input on the Draft LURPP.

- July 6th Tonto Basin
- July 15th Globe
- July 21st Payson
- July 31st Young

The following amendments were made to the 1997 Land Use Resource Policy Plan:

1. The 1997 LURPP stated that the County would work cooperatively with the Federal and State public land management agencies. The 2010 amendment states the Gila County is exercising its right for coordination with State and Federal Agencies. The criterion for “coordination” is found on page #5 of the draft document.
2. The 1997 LURPP included 11 policy areas while the draft 2010 LURPP has 14 policy areas. The new areas include:
 - a. Policy for Natural Scenic Sites
 - b. Policy for Historic Sites
 - c. Policy for Payment in Lieu of Taxes.
3. The draft 2010 LURPP did not include policies for Multiple Use and Planning and Management of Public Lands. Planning and Management was included under Purpose and Intent in the updated draft.
4. Titles have been changed to be more exacting in describing the areas of concern to Gila County residents.

5. Policy Number 8, Rangeland Resources: deleted the following policy
 - Rangeland livestock grazing impacts shall be monitored, and livestock grazing shall be limited in riparian areas to non-growing seasons.

Planning & Zoning Commission Recommendation

The Planning and Zoning Commission met on August 19, 2010 to consider staff recommendation and public testimony prior to making a recommendation to the Board of Supervisors.

After review and a lengthy discussion the Planning and Zoning Commission recommended to the Board of Supervisors approval of the 2010 LURPP as submitted. This motion was unanimously approved by the nine Commissioners.

Other Materials Available:

1. A report on “How Coordination Plans Work” by Fred Kelly Grant
2. Senate Bill #1398: this bill was signed into law April 28, 2010. Section 2 of this Bill actually mandates that County’s implement “Coordination Rights” with Federal and State Land Managers.
3. Arizona Revised Statutes §11-269.09 (Amendment referred to in Senate Bill #1398 Above)
4. The 1997 LURPP:
5. 2010 Draft LURPP



Land
Use
Resource
Policy
Plan

August 19, 2010

Land Use and Resource Policy Plan

**For Federal Lands Situated in the
County of Gila, State of Arizona**

**Revised by the Gila County Planning
And Zoning Commission**

August 19, 2010

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Introduction

At the request of the Gila County Board of Supervisors, the Gila County Planning and Zoning Commission Chairman, Don M. Ascoli, appointed a committee comprised of Planning and Zoning Commissioners and Community Development Director Robert Gould to review and revise the Gila County Land Use and Resource Policy Plan (LURPP). The LURPP Committee members include:

Commissioner Jay W. Spehar, LURPP Committee Chairman
Commissioner Don M. Ascoli, Planning and Zoning Commission Chairman
Commissioner Ron Christensen, Committee Member
Commissioner Mickie Nye, Committee Member
Director Robert Gould, Gila County Community Development Director

The LURPP Committee wishes to commend and extend its appreciation to the Board of Supervisors for its interest in the vital issue of the managing and making productive use of Federal and State managed land and resources in Gila County. The LURPP Committee also wishes to thank members of the public for their interest, comments and suggestions.

Public input has been highly valued in the process of developing Gila County's LURPP. Extensive public comment was taken prior to the publication of the initial LURPP in 1997, and additional public comment has been sought for the 2010 LURPP revisions.

Public participation was sought through the following venues:

- Public Service Advertising
- Written or oral comments from public meetings held in Globe, Tonto Basin, Payson and Young.
- Public comments submitted on behalf of NGO's
- Written comments were accepted by comment card submittal, mail, FAX or email.

All written public comments received by the LURPP Committee have been included in Appendix "A" to the revised LURPP. Although comments were received on many topics, comments considered for inclusion in policy statements have been limited to those pertaining to Federal management of land in Gila County, including access, resource development, resource use, conservation and the LURPP process. Public comments were also considered on the basis of issue relevance, technical accuracy, legality, practicality and compatibility with the LURPP's purpose.

Finally, it is important to note that the establishment of LURRP Policy Statements requires elected and appointed officials to make difficult decisions based on many factors, including public input, legal requirements, issue expertise, historic experience, planning goals and other relevant factors. The Policy Statements contained herein apply Federal and State managed lands or "public" lands, as they are also known, situated in Gila County and to all land activities that have a Federal or State nexus.

Gila County, Arizona, Policy Statements

I. Gila County Policy Statement on LURPP Purpose and Intent

1. The policy of Gila County is to exercise its lawful right and duty to require coordination with all Federal and State agencies and to adopt a LURPP that sets forth Gila County Policy Statements regarding federally managed land and resource planning, management and decision making processes that may affect the residents, lands and resources situated in Gila County, Arizona. Federal and State laws require that all Federal and State agencies coordinate their planning and decision making processes and activities with Gila County. The LURPP complies with the requirements of the 2010 State of Arizona SB/HB 1398 as it relates to Federal and State management of land and resources, and it is consistent with the County's culture, customs, traditions, and economic heritage.
2. Gila County hereby provides notice to all Federal and State agencies that Gila County hereby exercises its legal right and duty to demand and require that said Federal and State agencies coordinate with Gila County as is required by law for all activities related in any manner whatsoever to the management of land, air, water, wildlife or other natural resources, including, but not limited to, land and resource management, planning and decision making processes that may affect land or resources situated in Gila County. Coordination is required by numerous Federal, State and constitutional laws, including, but not limited to the following laws, as amended where applicable: A.R.S. 9-500.29, A.R.S. 11-269.09, A.R.S. 48-281, A.R.S. 28-307, 332 and 49-104; the Federal Land Policy and Management Act, National Forest Management Act, Travel Management Regulations, National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, Soil and Water Resource Conservation Act, Wild and Scenic Rivers Act, Metropolitan Transportation Planning, Homeland Security Organization, Wild and Scenic Rivers Act, Wilderness Act, Clean Air Act, Clean Water Act and any and all other laws, rules and regulations requiring coordination between state or federal agencies and local governments.
3. Because only four percent of the County's land base is privately owned, Federal and State land and resource management agencies have a disproportionate control and influence over the safety and welfare of Gila County's residents. The LURPP requires Federal and State agencies to coordinate all their planning and decision making activities with Gila County as a partner of equal standing in the planning and decision making processes and further requires mitigation of those decisions that have adverse effects on the land, resources, culture, customs, traditions, heritage and economy of the residents of Gila County.

Table 1

Ownership	Acres	Square miles	% of Total
National Forest	1,683,603	2,631	55.16%
BLM/Other Fed	54,208	85	1.77%
Arizona (ASLD)	30,080	47	0.98%
Indian Reservation	1,160,128	1,812	38.01%
Private	124,077	194	4.07%
TOTAL	3,052,096	4,769	100.00%

4. The LURPP requires Federal and State "coordination" to meet as a minimum the criteria set forth in the Federal Land Policy and Management Act at 43 USC 1717, the 1982 Rules as promulgated by

the Secretary of Agriculture to define “coordination” under the National Forest Management Act and the Arizona Revised Statutes. At a minimum these criteria require Federal agencies to:

- A. Keep apprised of state, local and tribal land use plans;
- B. Assure that consideration is given to local plans when developing a federal plan, policy or management action;
- C. Provide early notification (prior to public notice) to local government of the development of any plan, policy or action
- D. Provide opportunity for meaningful input by local government into development of the plan policy or action; and
- E. Make all practical efforts to resolve conflicts between Federal and local policy and reach consistency.

5. If either Federal or State law explicitly prohibits coordination of Federal planning and decision making with Gila County, then the County must be afforded the status of cooperating and/or consulting agency and must be included in the planning and decision making process as a partner of equal standing with the state and/or federal agencies.

6. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

II. Gila County Policy Statement on Preserving its Cultures and Customs

1. The policy of Gila County is to preserve, perpetuate and grow its historic cultures, customs and traditions of land access and resource development and use that are essential to the culture, economy and tax base of Gila County, including, but not limited to, fish and wildlife, ecosystems, habitats, watersheds and water resources, historic and scientific sites, natural scenic sites, mineral resources, forests and timber resources, rangelands and recreational areas and activities.
2. Gila County has a rich history of diverse cultures and customs beginning with the earliest prehistoric inhabitants and followed by successive generations of linguistically and culturally diverse Native American tribes that over the millennia have used the land and its resources to engage in hunting, fishing, gathering, farming, mining, grazing, recreation, spiritual experiences, trading and other activities that are now essential to the culture, customs, economy and tax base of Gila County.
3. Racially and ethnically diverse immigrant pioneers entered what is now Gila County in the 1860s and established communities and economies based on the land's resources including, but not limited to, mining, ranching, farming, logging, merchandising and other commercial endeavors that remain essential to the culture, customs, economy and tax base of Gila County.
4. Pioneers formed democratically based, self-governing communities and developed the land's resources to the extent it was possible to establish a tax base in support of critical governmental functions and services that protected the health, safety, welfare and property of Gila County's residents. The survival and cohesiveness of Gila County's historic cultures, customs, economy and tax base, the protection of its citizens' health, safety, welfare and property, remain dependent on access to and use of federally managed land and resources.
5. The citizens of Gila County desire to perpetuate and grow their ethnic and racially diverse cultures, customs, traditions, and economy, including the growth of the tax base which is deficient due to large amount of federally managed land and resources situated in Gila County. It is imperative that the citizens of Gila County retain unimpeded their rights to access federally managed land and resources for productive economic purposes.
6. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
7. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County
8. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
9. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

III. Gila County Policy Statement on Federal Land Access and Resource Use

1. The policy of Gila County is that its citizens shall retain and exercise meaningful access to federally managed land and economic use of the land's resources, including, but not limited to, the fish and wildlife, ecosystems, habitats, watersheds and water resources, historic and scientific sites, natural scenic sites, mineral resources, forests and timber resources, rangelands and recreational areas and other sites and resources.
2. Since prehistoric times, successive generations of Gila County residents have continuously accessed federally managed land and utilized its resources, including, but not limited to, its fish and wildlife, ecosystems, habitats, watersheds and water resources, historic and scientific sites, natural scenic sites, mineral resources, forests and timber resources, rangelands and recreational areas and other sites and resources.
3. Federally managed lands shall remain open to multiple use and sustained yield according Federal laws and regulations. Gila County discourages the closure of access to federally managed lands, including historic roadways, the withdrawal of lands from access, or the withdrawal land from entry to any multiple use activity.
4. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
5. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County.
6. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
7. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

IV. Gila County Policy Statement on Fish, Wildlife, and Ecosystems

1. The policy of Gila County is to sustain a healthy and balanced ecosystem with bio-diverse populations of native flora, fauna and aquatic life. Adequate native habitat shall be preserved to support flora, fauna, aquatic life, soils, rangelands, forests, watersheds and water resources for the benefit of the residents of Gila County and the ecosystem.
2. The ecosystem, including its flora, fauna, aquatic life, soils, rangelands, forests, watersheds and habitat, shall be managed for the sustainable use of its resources.
3. Since prehistoric times, successive generations of Gila County residents have continuously accessed federally managed land and utilized its resources, including, but not limited to, the fish and wildlife, ecosystems, habitats, watersheds and water resources, historic and scientific sites, natural scenic sites, mineral resources, forests and timber resources, rangelands and recreational areas and other sites and resources.
4. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
5. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County
6. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
7. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

V. Gila County Policy Statement on Natural Scenic Sites

1. The policy of Gila County is to preserve its natural scenic site, providing, that said sites are unique in their character and values to the extent they cannot be experienced or replicated elsewhere in the region.
2. Since prehistoric times, successive generations of Gila County residents have continuously accessed federally managed land and utilized its resources, including, but not limited to, the fish and wildlife, ecosystems, habitats, watersheds and water resources, historic and scientific sites, natural scenic sites, mineral resources, forests and timber resources, rangelands and recreational areas and other sites and resources.
3. Access and use of natural scenic sites is essential to experiencing fully the physical, spiritual and psychological aspects of those sites and is essential to sustaining the cultures, customs, traditions and economic heritage of Gila County.
4. The unique character of the site(s) shall be determined and documented by qualified scientists. Such sites shall be preserved or mitigated as required by law.
5. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
6. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County
7. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
8. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

VI. Policy Statement on Historic Sites

1. The policy of Gila County is to preserve or mitigate historic sites qualified for the National Registry of historic places. These sites shall be preserved or mitigated through documented analysis by qualified historians and scientists. This is intended to include both historic and prehistoric sites.
2. Since prehistoric times, successive generations of Gila County residents have continuously accessed federally managed land and utilized its resources, including, but not limited to, the fish and wildlife, ecosystems, habitats, watersheds and water resources, historic and scientific sites, natural scenic sites, mineral resources, forests and timber resources, rangelands and recreational areas and other sites and resources.
3. Access to and use pre-historic and historic sites is essential to experiencing fully the physical, spiritual and psychological aspects of those sites and is essential to sustaining the cultures, customs, traditions and economic heritage of Gila County.
4. The site qualifications and uniqueness character of the site(s) shall be determined and documented by qualified historians scientists. Such sites shall be preserved or mitigated as required by law.
5. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
6. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County.
7. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
8. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

VII. Policy Statement on Mineral Resources

1. It is the policy of Gila County to develop its mineral resources for the benefit of its communities and citizens as well as for the benefit of society in general.
2. The minerals mined in Gila County are the basis of modern civilization and have incalculably benefitted both local communities and modern society. Mining and mineral processing is the first step in producing energy, conducting electricity, manufacturing next-generation transportation and creating advanced technologies for computer sciences, medical devices, space exploration and other futuristic needs of modern society.
3. Since prehistoric times, successive generations of Gila County residents have engaged in the exploration, development and exploitation of mineral resources. Prehistoric Native Americans mined and traded turquoise and other mineral resources essential to the physical and spiritual well being of their cultures such as building construction, tools, weaponry and pottery. Historic mining began with the arrival of Spanish expeditions in the sixteenth century. Mining in the modern era began in the 1860's, and its influence was primarily responsible for the creation of Gila County.
4. The Federal and State mine permitting process shall be followed, with Gila County participating as coordinating agency and as a full partner in the process. Resource impacts shall be mitigated, including, but not limited to impacts to biological, geological, cultural and water resources.
5. Mining and mineral processing sites shall be reclaimed to support post mining land uses as required by law, such as wildlife habitat, fisheries, livestock grazing, outdoor recreation, solar or wind power production or other commercial enterprises.
6. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
7. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County.
8. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
9. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

VIII. Policy Statement on Rangeland Resources

1. The policy of Gila County is to promote healthy rangelands and rangeland resources for the benefit of its communities and citizens as well as for the benefit of society in general. Healthy rangelands are dependent on healthy ecosystems and the harvesting of rangeland resources for wildlife, livestock grazing and other purposes.
2. Since prehistoric times, successive generations of Gila County residents have harvested the rangeland resources for the production of baskets, clothing and foodstuffs. Rangeland resources have been utilized for livestock grazing since the Spanish incursion of the 17th century and after the Pueblo uprising of 1680 and the rise of the Native American horse culture, livestock grazing became an important element of both the Spanish and Native American cultures. The ranching industry was established in the late 1860's to supply beef, horses and other animals to military posts, mining districts and logging camps. Since that time, ranching and livestock grazing have been integral to Gila County's culture, customs, traditions, economy and tax base.
3. Sustainable harvesting of rangeland resources is essential to establishing healthy rangeland resources, including watershed, timber and wildlife resources.
4. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
5. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County. If either Federal or State law explicitly prohibits coordination of Federal planning and decision making with Gila County, then the County must be afforded the status of cooperating and/or consulting agency and must be included in the planning and decision making process as a partner of equal standing with the state and/or federal agencies.
6. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
7. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

IX. Policy Statement on Recreation

1. The policy of Gila County is to foster outdoor recreation and tourism for the benefit of its communities and citizens as well as the benefit of society in general. Gila County generally opposes the levying of fees for recreational uses of federal lands.
2. Since prehistoric times, successive generations of Gila County residents have accessed federally managed lands for the purpose of engaging in recreational opportunities in its deserts, forests, mountains and waterways. Outdoor recreation is now both a personal endeavor and an important aspect of the economy and tax base.
3. Recreational activities include, but are not limited to, camping, hiking, hunting, fishing, birding, touring, viewing, four wheeling, biking, motor biking, photographing, rock climbing, rock hounding, flying, swimming, boating and rafting. These outdoor activities may be organized or unorganized, or commercial or non-commercial in nature. Gila County discourages the levying of recreational fees on federally managed land.
4. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
5. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County.
6. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
7. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

X. Policy Statement on Forest Management and Timber Resources

1. Gila County's policy is to promote healthy forests for the benefit of its communities and citizens and for the benefit of society in general. Healthy forests are dependent on healthy ecosystems and the production and harvesting of timber products from the forests.
2. Since prehistoric times, successive generations of Gila County residents have produced wood products from the forest for fuel, sustenance, shelter, tools, weapons and other items. By the 1860s pioneers had developed commercial logging operations to support military outposts, transportation infrastructure, mining, ranching, and the rise of permanent communities.
3. As has been evidenced by the devastating wildfires in Gila County over the past two decades, proper forest management must incorporate programmatic forest thinning and timber harvesting together with aggressive fire prevention and fire suppression practices. Each of these elements is critically important to the survival of some communities in Gila County and to the survival of the ecosystem in certain parts of the County.
4. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
5. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County.
6. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
7. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

XI. Policy Statement on Watershed Resources

1. Gila County's policy is to promote healthy watersheds for the benefit of its citizens and communities and citizens and for the benefit of society in general. Healthy watersheds are essential to healthy ecosystems and the production of natural resources.
2. Since prehistoric times, successive generations of Gila County residents have utilized the watersheds' resources for their survival. Prehistoric people irrigated crops and drew drinking and domestic use water from the water courses. By the 1860s waterways were being developed to support mining, farming, ranching and frontier communities. In the early twentieth century, groundwater began supplanting surface water as the primary source of water resources.
3. Healthy watersheds are essential to provide for health fish, flora, fauna, livestock and people. Erosion mitigation must be implemented to prevent excessive flooding and high sediment loads. Riparian habitats must be protected and enhanced to stabilize banks and provide for important habitat.
4. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
5. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County.
6. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
7. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

XII. Policy Statement on Land Exchanges

1. Gila County's policy is to encourage land exchanges that result in no net loss of lands in private ownership and no net gain of lands in federal ownership. "Loss" or "gain" metrics shall include an evaluation of gross acres, tax base impact, economic value, resource values, highest and best use, strategic location and other metrics that provide for a comprehensive view of net loss or gain.
2. Only about 4% of Gila County's land base is in private ownership. Gila County's citizens, tax base and economy are disproportionately affected, usually negatively, by federal land management decisions.
3. The loss of water rights through land exchanges is generally opposed and discouraged.
4. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
5. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County
6. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
7. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

XIII. Policy Statement on Water Rights

1. Gila County's policy is to support and protect the water rights of its resident claimants from expropriation by down stream users through political or judicial processes that favor downstream urban dwellers and discriminate against Gila County claimants and residents.
2. Gila County opposes the dewatering its uplands and valleys to the benefit of downstream water users in the metropolitan areas.
3. Since prehistoric times successive generations of Gila County residents have accessed the land for the purpose of beneficially using its water resources. The access and use of water resources was and is a matter of survival. The right to lawfully divert and beneficially use water is a right basic to the sustenance of all Gila County residents, communities, industries and biological resources.
4. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
5. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County
6. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
7. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

XIV. Policy Statement on the Economy and Tax Base

1. Gila County's policy is to promote a vibrant, diverse and growing economy and tax base sufficient to provide residents of Gila County with the quality services they require.
2. Since prehistoric times successive generations of Gila County residents have developed viable economic systems based upon federal land access and use of the land's resources, including, but not limited to economic activities based on mining, ranching, timber harvesting, farming, outdoor recreation and water production.
3. The Salado people, for example, developed trade systems at least as early as the 12th century that were based upon resources provided by the land such as turquoise, copper and food stuffs. During the 18th and 19th century horse culture era, Native Americans commonly traded minerals, furs and other resources for European manufactured articles, guns, livestock and other valuables.
4. The mining and ranching frontiers developed a new economy based on natural resource development, production, harvesting, manufacturing and merchandising. The new economy vastly improved the standard of living of County's citizens by increasing life expectancy, literacy and leisure activities, while reducing mortality rates due to childbirth, malnourishment or disease.
5. Commercial outdoor recreation and tourism have developed enterprises that are entirely dependent on land access. Retirement communities are also closely linked to land where retirees can recreate and enjoy its abundant resources. The service economy is also an important economic sector, but it generally provides wages lower than the higher wage mining and manufacturing sectors. Government employment is also an important economic sector, but the growth of government at the expense of wealth creating economic sectors (mining, agriculture and forestry) is not sustainable for the long term.
6. Historically Gila County has experienced high unemployment rates and a loss of its younger generations to more vigorous metropolitan economies where better opportunities can be found. Gila County's tax base is disproportionately penalized by the large amount of federal acreage situated in the County. The dearth of private land has disadvantaged the real property tax base, and regulatory restrictions on livestock grazing and constructing permanent improvements on federally managed land has further penalized the County's tax base.
7. Federal land access and sustainable resource use are imperative to the perpetuation and growth of Gila County's diverse cultures, customs, economy and tax base.
8. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions that in any manner whatsoever affect land access or resource usage in Gila County.
9. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.
10. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

XV. Policy Statement on Payments In Lieu of Taxes (PILTS)

1. Gila County policy is that PILT payments owed to the County by the Federal government for federally managed land on a per acre basis should be equal to the average per acre primary property tax value generated to Gila County by private property.
2. Over the past decade privately owned properties in Gila County, comprising approximately 124,077 acres, have produced on average \$133.91 per acre in primary property taxes annually.
3. Over the past decade federally managed lands in Gila County, comprising approximately 1,777,234 acres, have produced on average \$1.10 per acre in PILT payments annually.
4. Although 57% of Gila County's land base is comprised of federally managed lands subject to PILT payments, PILT payments over the past decade have averaged only 11.55% of Gila County's total primary property taxes per annum.
5. The disparity in PILT payments for federally managed lands (\$1.10 per acre) versus the primary property tax generated by privately owned lands (\$133.91 per acre) has significantly reduced Gila County's tax base, placed an unfair tax burden on private property and eroded the quality of life and services available to residents of Gila County.
6. When Federal PILT payments to Gila County are less than the average per acre value generated to the County by its taxable property base, the County should be fairly compensated and not made subject to financial discrimination based upon its status as a Federal land county. The underpayment of PILT to Gila County should be addressed by the Federal government either by paying a PILT per acre equal to the average primary property tax per acre or by granting Federal land to the County that can evolve to the private property tax rolls.
7. Gila County's PILT account with the Federal government should be "trued-up" every ten years, and, if the PILT payment average is less than the average value per acre generated to the County by primary property taxes, the deficit should be brought into balance by a transfer of fee title to the County for Federal lands selected by the County from federally managed lands in Gila County. The gross deficit value should be discounted to account for suitability differences that may exist between the average private acre and the average federal acre that may affect Federal acres' ability to generate tax revenues. This provides an allowance for unbuildable mountain tops, cliff sides, river bottoms etc.
8. Between 2000 and 2010, private lands in Gila County generated annually an average of \$133.91 in primary property tax revenues to the County, while PILT payments to Gila County averaged only \$1.10 per acre annually during that same time period. Every acre of Federal land has generated \$132.81 less revenue to the County annually than an acre of private land. The disparity between the tax revenue generated by private land and PILT payments generated by Federal land produces an annual deficit of approximately 236 million dollars to Gila County and underscores the low value of Federal Land and the high value of private property. Over a ten year period, the deficit to Gila County grows rapidly to over 2.36 billion dollars.
9. Because all federal acres may not be equally buildable and suitable for generating tax revenues as are private lands, their revenue generating capacity is discounted by seventy-five percent, which yields a federal land deficit of 59 million dollars annually or 590 million dollars over ten years.

10. Due to the amount of federally managed land situated in Gila County and the gross inequity of the PILT program, Gila County residents have been and continue to be made subject to economic discrimination and deprivation by the Federal government.

11. Equity requires that the Federal government should grant to Gila County fee ownership to federally managed lands on a recurring ten year basis that are equal in appraised value to the amount of the discounted ten year deficit between the average primary property tax generated by private lands and average PILT payment per acre made on federally managed lands. The County should select federally managed lands for the deficit payment, and after fee title is granted, shall be required to place those lands into private ownership over the next ten year period.

12. Federal and State agencies must coordinate with Gila County any and all plans, policies or decisions, including PILT plans or decisions, that in any manner whatsoever affect land access or resource usage in Gila County.

13. Decisions affecting access to federally managed lands and resources must be based on reliable and sound science. At the request of Gila County, land and resource management decisions made by Federal or State agencies shall be subject to peer review by private sector and/or academic scientists.

14. Gila County will work diligently with all Federal and State agencies as a coordinating agency of equal standing to ensure that this policy statement is implemented and followed through the establishment of memoranda of agreement, understanding or other arrangements.

Analysis of Gila County, AZ, Private Property Tax Revenues v. Federal Land PILT Payments 2000 - 2009

Tax Fiscal Year	Prop Tax Levy	Private Acres	Ave \$ Per Ac
FY 2000/01	11,410,889.00	124,077	91.97
FY 2001/02	13,532,616.00	124,077	109.07
FY 2002/03	13,861,975.00	124,077	111.72
FY 2003/04	15,298,550.00	124,077	123.30
FY 2004/05	16,136,287.00	124,077	130.05
FY 2005/06	17,098,264.00	124,077	137.80
FY 2006/07	17,928,052.00	124,077	144.49
FY 2007/08	18,621,508.00	124,077	150.08
FY 2008/09	20,124,472.00	124,077	162.19
FY 2009/10	22,143,286.00	124,077	178.46
Average Tax, Private Acres & Revenue Per Acre	16,615,589.90	124,077	133.91

PILT Year	Amount \$\$	Fed Acres	Ave \$ per Ac
2000	1,046,543.00	1,774,229	0.59
2001	1,498,572.00	1,773,893	0.84
2002	1,574,039.00	1,782,052	0.88
2003	1,798,227.00	1,782,615	1.01
2004	1,849,029.00	1,783,407	1.04
2005	1,884,123.00	1,775,216	1.06
2006	1,826,289.00	1,775,512	1.03
2007	1,896,351.00	1,775,370	1.07
2008	3,049,527.00	1,775,022	1.72
2009	3,133,057.00	1,775,022	1.77
Average PILT, Fed Ac. & Revenue Per Ac.	1,955,575.70	1,777,234	1.10

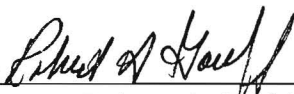
Average PILT Revenue Per Ac.	1.10
Annual Loss Per Ac. PILT v Tax Revenue	132.81
Annual Ave. Deficit PILT v Private Tax Revenue	236,039,876.34
10 Year Ave. PILT Deficit	2,360,398,763.40

Discount Annual Ave. PILT Deficit by 75%	59,009,969.09
Discount 10 Year Average PILT Deficit by 75%	590,099,690.85

**PUBLIC NOTICE
GILA COUNTY
COMMUNITY DEVELOPMENT DIVISION**

NOTICE IS HEREBY GIVEN that on the following dates at the following locations the Gila County Community Development Office will be having public participation meetings to discuss the proposed amendments to the Land Use Resource Policy Plan (LURPP). Information on the LURPP is available for review in the Gila County Community Development Office, the Guerrero Complex located at 1400 E. Ash Street, Globe, AZ. or 608 E. Hwy 260, Payson, AZ. Copies of the LURPP are also available at the Gila County Website (www.gilacountyaz.gov) You may email comments from this site.

July 6 th , 2010	Tonto Basin School at 6:00 pm
July 15, 2010	Gila County Courthouse, 1400 East Ash Street, Globe at 6:00 pm
July 21 st , 2010	Gila Community College, 201 N. Mud Spring Rd, Payson at 6:00 pm
July 31 st , 2010	Young Community Center at NOON

By: 
Robert A. Gould, Director
Planning and Zoning Manager

PUBLIC NOTICE IS HEREBY GIVEN that a quorum of the Gila County Planning and Zoning Commission may be present at any or all of the above listed public participation sessions.
DATED AND POSTED this June 22, 2010.

Arizona Silver Belt:	Four publications: June 30 th , 2010; July 7 th , 2010; July 14 th , 2010 and July 21 st , 2010
Just for you(Tonto Basin)	One publication: July 1, 2010
Payson Roundup	One publication: July 13 th , 2010
Copper Country News	Four publications: June 30 th , 2010; July 7 th , 2010; July 14 th , 2010 and July 21 st , 2010

DISPLAY AD

GILA COUNTY PLANNING & ZONING COMMISSION

NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing on Tuesday, September 21st, 2010 regarding Planning and Zoning Case #LURPP 2010 AMENDMENT- Land Use Resource Policy Plan (LURPP). The policy of Gila County is to exercise its lawful right and duty to require coordination with all Federal and State agencies and to adopt a LURPP that sets forth Gila County Policy Statements regarding federally managed land and resource planning, management and decision making processes that may affect the residents, lands and resources situated in Gila County, AZ. Federal and State laws require that all Federal and State agencies coordinate their planning decision making processes and activities with Gila County. The LURPP complies with the requirements of the 2010 State of Arizona SH/HB 1398 as it relates to Federal and State management of land and resources, and it is consistent with the County's culture, customs, traditions, and economic heritage. The public hearing will be held at 10:00 a.m. in the Board of Supervisors Hearing Room at 1400 E. Ash Street, Globe, Arizona.

Interested persons may file a statement in writing for or against the changes, appear and be heard at the dates set forth. Citizens can mail their statements to the addresses listed below.

Information regarding Amendment of the Land Use Resource Policy Plan will be available for review in the Gila County Community Development Departments located at 1400 E. Ash Street in Globe, Arizona and at 608 East Highway 260 in Payson, Arizona during normal business hours.

Planning and Zoning

By: _____
Robert Gould, Community Development Director

Board of Supervisors

By: _____
Marian Sheppard, Chief Deputy Clerk

Arizona Silver Belt: One Publication: September 1, 2010 Acct 101556-20

Payson Roundup One Publication: August 31, 2010 Acct 10015682

Regular BOS Meeting

Date: 09/21/2010

Submitted For: Robert Gould, Community Development Division Director
Submitted By: Beverly Valenzuela, Community Development Division
Department: Community Development Division
Division: Community Development Administration
Presenter's Name: Robert Gould

Information

Request/Subject

Rezoning of Gila County Parcel 301-03-015A from R1-D35 to R1-D35 w/PAD

Background Information

This parcel is 4.37 acres in size with five residential units. Current zoning regulations allow up to five residential units in R1 zoning districts under certain circumstances. See section 104.2.A.3.b of our zoning regulations. Applicant will divide the 4.37 acre parcel into five lots and intends to utilize the Gila County Small Subdivision process.

Property is impacted by floodplain and floodway in the northern part of the parcel. The 100 year flood plain is the major issue of concern but due to the fact that this proposal is not for the purpose of development but for land ownership only this is not a concern of staff.

This parcel is a family compound and the family members want to divide the parcel into five lots. One of the lots will be a tract and one of the proposed lots will contain two residential units. The tract will be for everyone's use as a recreation area.

The purpose of having the PAD extension added to the zoning district is to allow variable lot size, but where the average area dedicated to each owner will be calculated to be at least 35,000 sq. ft.

Zoning Surrounding the property: To the south of this parcel is R1-D35 undeveloped residential; to the north and west is R1-D35 developed residential and to the east is R1-D12 developed residential.

There are no code compliance issues outstanding on this parcel.

The Comprehensive Plan has designated this property for one to two dwelling units per acre and is appropriate for our Comprehensive Plan.

Citizen Participation meeting was held on May 15, 2010 and had no adverse comments from the property owners.

There will be an ingress/egress easement proved during the subdivision process.

Evaluation

N/A

Conclusion

Staff finds the proposed zoning to be compatible with the area and our Comprehensive Plan. The purpose of this rezoning is to effect land ownership and allow the current owners to go through the small subdivision process. This will not allow more residential units to be built on the property.

The Planning and Zoning Commission met on August 19th, 2010 to review this application at a public hearing. There were no comments during the public hearing.

The Planning and Zoning Commission motioned to recommend approval of this application to the Board of Supervisors as recommended by Staff.

Recommendation

Approve the rezoning of Gila County Tax Assessor's Parcel 301-03-015A from R1-D35 to R1-D35 with a PAD which will allow parcels to vary from the requirements of minimum lot area, dimensions and setbacks for a D35 lot, average size will be at least 35,000 square feet.

Suggested Motion

Public Hearing - Information/Discussion/Action to adopt Resolution No. 10-08-01 approving Planning and Zoning Department Case Z-10-01, in which Neal Nelson, Applicant for owner Milo LeBaron, is requesting a change in zoning from R1-D35 (Residence One with the Density of 35,000 sq. ft) to R1-D35 w/PAD (Residence One with the Density of 35,000 sq. ft with a Planned Area of Development) for Gila County Assessor's Tax Parcel 301-03-015A, Section 29, T12N, R8E located at 9597 W. Juniper in Strawberry, AZ. **(Bob Gould)**

Attachments

Link: Z-10-01

**Staff Report to the Board of Supervisors
From the Robert Gould, Deputy Director/Planning Manager**

August 19, 2010

Rezoning Application Z-10-01

Rezone Parcel 301-03-015A from R1-D35 to R1-D35 PAD.

Applicant:

Neal Nelson
2836 East Gary
Mesa, Arizona 85213

Owner:

Milo LeBaron
1454 East Elmwood
Mesa, Arizona 85202

Location:

Parcel 301-03-015A, located in Strawberry, Arizona at 9597 West Juniper

Property Description:

Parcel is 4.37 acres in size with five residential units. Our current zoning regulations allow up to five residential units in R1 zoning districts under certain circumstances. See section 104.2.A.3.b of our zoning regulations.

Property is impacted by floodplain and floodway in the northern part of the parcel

Proposed Project:

This parcel is a family compound. The family members want to divide the parcel into five lots. One of the lots will be a tract and one of the proposed lots will contain two residential units. The tract will be for everyone's use as a recreation area.

The purpose of having the PAD extension added to the zoning district is to allow variable lot sizes, but where the average area dedicated to each owner will be calculated to be at least 35,000 square feet.

Zoning Surrounding Property:

To the south of this parcel is R1-D35 undeveloped residential.
To the north is R1-D35 Developed Residential
To the west is R1-D35 Developed Residential
To the East is R1-D12 Developed Residential

Environmental:

The 100 year flood plain is the major issue of concern but due to the fact that this proposal is not for the purpose of development but for land ownership only this is not a concern by staff.

Building Permits:

Building permits have been issued for this parcel. No code compliance issues outstanding.

Circulation:

There will be an ingress/egress easement provided during the subdivision process.

Compliance with Comprehensive Plan:

The Comprehensive Plan has designated this property for one to two dwelling units per acre. This proposal is appropriate for our Comprehensive Plan.

Citizen Participation Meeting:

A Citizen Participation meeting was set for May 15, 2010 and notice was mailed out by the applicant to property owners in the area. No adverse comments were received by any of the property owners in the area.

Staff Analysis:

Staff find the proposed zoning to be compatible with the area and our Comprehensive Plan. The purpose of this rezoning is to effect land ownership and allow the current owners to go through the small subdivision process. This will not allow more residential units to be built on the property.

Staff Recommendation:

Staff would recommend to the Commission that this request be approved to rezone the parcel from R1-D35 to R1-D35 PAD to allow parcels to vary from the requirements of minimum lot area and dimensions and setbacks for a D35 lot where the average lot size will be at least 35,000 square feet.

Planning & Zoning Commission Recommendation

The Planning & Zoning Commission met on August 19, 2010 to review this application at a public hearing.

After closing the public hearing the Commission made a motion to recommend approval of this application to the Board of Supervisors as recommended by staff.

RESOLUTION NO. 10-08-01

CASE NO. Z-10-01

**A RESOLUTION OF THE
GILA COUNTY BOARD OF SUPERVISORS
TO RE-ZONE GILA COUNTY TAX ASSESSOR'S PARCEL 301-03-015A**

WHEREAS, the Gila County Planning and Zoning Commission, at a duly noticed public hearing held on August 19th, 2010, has recommended to the Board of Supervisors of Gila County, Arizona, that a zoning request, set forth in the attached Exhibit "A", be adopted as provided in Section 11-829, Arizona Revised Statutes; and,

WHEREAS, after holding a public hearing as provided by law, the Gila County Board of Supervisors is of the opinion that the adoption of such recommendation would be in the best interest of Gila County.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors, at a regularly scheduled and duly noticed public hearing did approve the zoning request set forth in the attached Exhibit "A."

PASSED AND ADOPTED this 21st day of September 2010 .

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Don E. McDaniel Jr., County Manager

Michael A. Pastor, Chairman of the Board

Approved as to form:



Bryan Chambers, Chief Deputy County Attorney

EXHIBIT "A"
PLANNING AND ZONING CASE NO. Z-10-01
Applicant: Neal Nelson
Owner: Milo LeBaron

Location: Subject site is addressed as 9597 W. Juniper, Strawberry, AZ. and is Parcel "A" of ROS 1193 in Sec. 29, T12N, R8E. Property was zoned R1-D35 and has been approved to rezone to R1-D35 w/PAD.

Legal Description for Gila County Tax Assessor's Parcel 301-03-015A: A parcel of land lying in the Northwest quarter of the Northwest quarter of section 29, Township 12 North, Range 8 East of the Gila and Salt River Base and Meridian, Gila County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 29;

THENCE west along the section line a distance of 1299.34 feet to a point,

THENCE leaving said section line South 00 degrees 08 minutes 36 seconds West, a distance of 226.00 feet to the Northeast corner of the property being described herein, said point being the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 08 minutes 03 seconds West, a distance of 372.87 feet to the Southeast corner of said property;

THENCE North 89 degrees 59 minutes 53 seconds West, a distance of 524.88 feet to the Southwest corner of said property;

THENCE North 00 degrees 08 minutes 36 seconds East, a distance of 287.88 feet to an angle point;

THENCE North 55 degrees 47 minutes 03 seconds a distance of 151.16 feet to another angle point on the north line of said property;

THENCE along the North line of said property East 00 degrees, a distance of 400 feet to the POINT OF BEGINNING.

The Gila County Board of Supervisors approved:

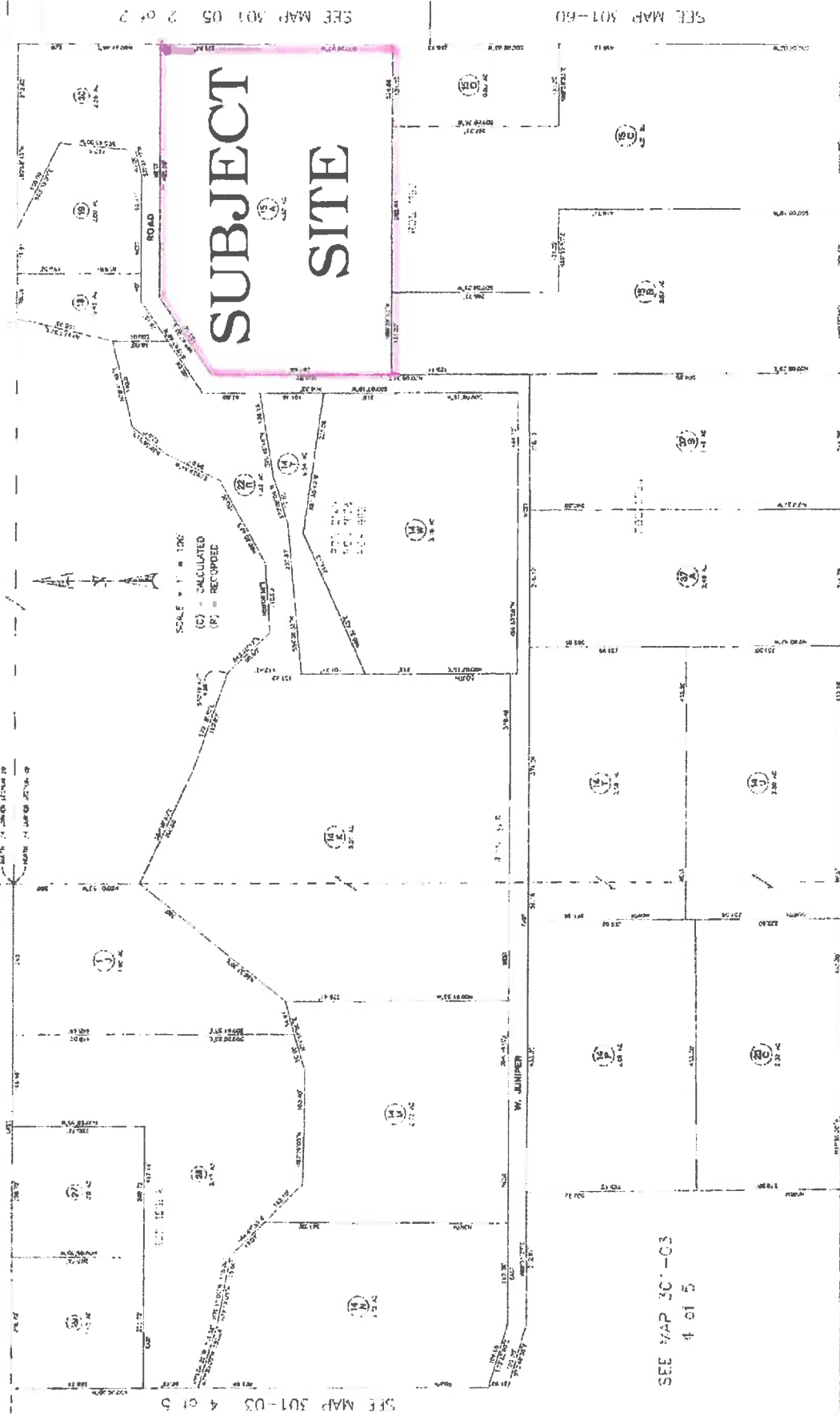
The rezoning of Gila County Tax Assessor's Parcel 301-03-015A from R1-D35 to R1-D35 w/PAD to allow parcels to vary from the requirements of minimum lot area, dimensions and setbacks for a D35 lot where the average lot size will be at least 35,000 square feet.

PT N 1/2 N 1/2 SECTION 29
T12N R8E

301-03
5 of 5
CODE 1276
DATED 11-04-09

SEE MAP 301-03 1 of 5

SEE MAP 301-60



SEE MAP 301-05 2 of 2

SEE MAP 301-60

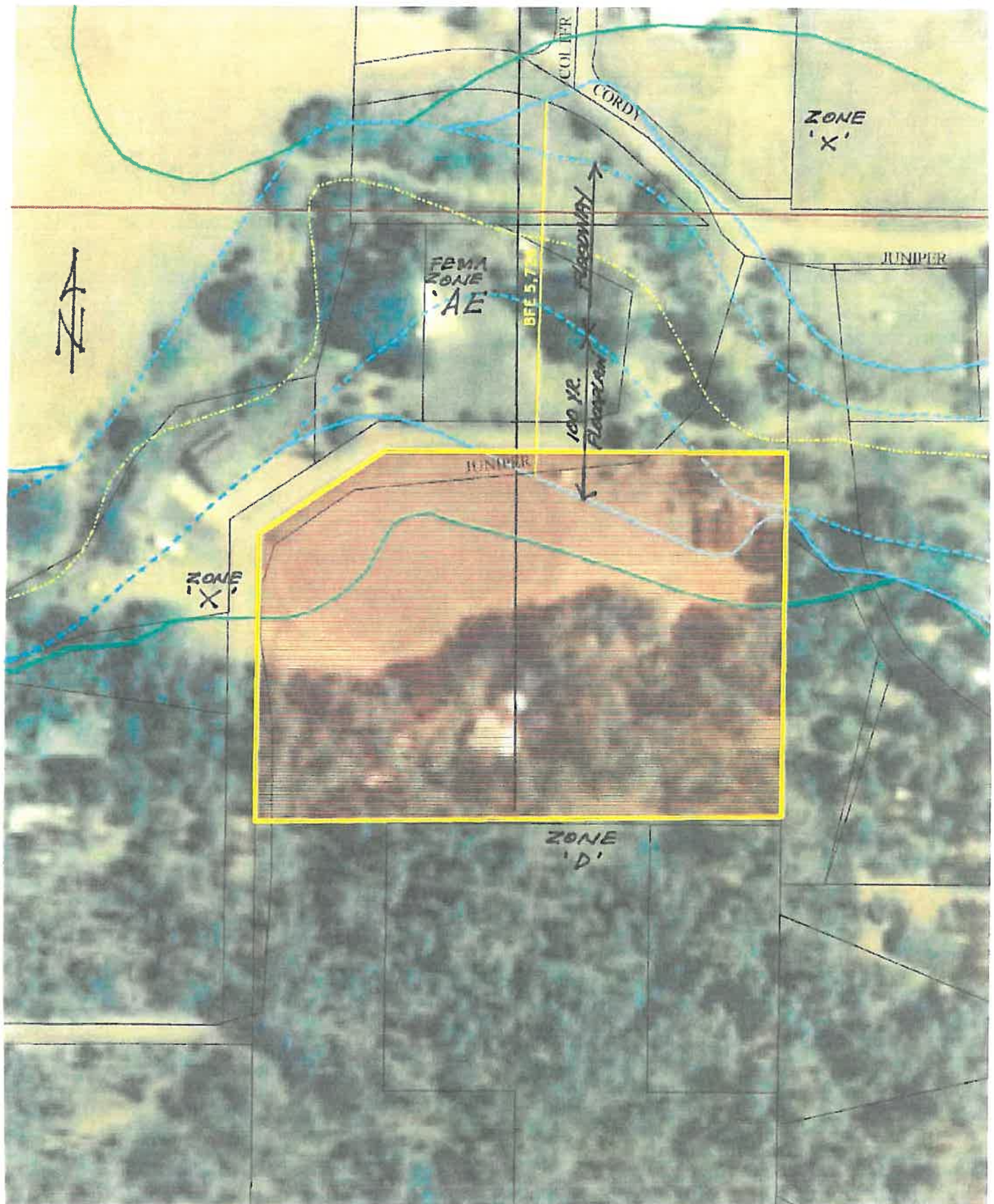
SEE MAP 301-03
4 of 5

TONTON NATIONAL FOREST

SEE MAP 301-02

FOR INFORMATION ONLY NO LIABILITY ASSUMED
GILA COUNTY ASSESSOR

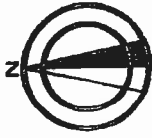




Total Len: 1725 ft, Total Brg: 360° 00' 0.0", Enclosed Area: 0.00671 sq mi

RECORD OF SURVEY / MINOR LAND DIVISION

OF PARCEL A AS RECORDED ON R.O.S. 1183, G.C.R. SITUATED IN A PORTION OF THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 29, T.-12-N., R.-8-E. OF THE G.A.S.R.M., GILA COUNTY, ARIZONA



PREPARED FOR:
MILD R. LEBARON JR.
1054 E. ELWOOD STREET
MESA, AZ 85203



LEGEND

- | | |
|-----|---|
| (C) | CALCULATED INFORMATION |
| (R) | RECORD INFORMATION |
| (M) | MEASURED INFORMATION |
| o | FOUND 1/2" REBAR W/OUT TAG (UNLESS OTHERWISE NOTED) |
| • | SET 1/2" REBAR W/TAG L.S. 8713 (UNLESS OTHERWISE NOTED) |

*I HEREBY CERTIFY
THAT THE IMPROVEMENTS
EXIST AS SHOWN HEREON.*

MILD R. LEBARON

THIS PROPERTY IS ACCESSIBLE BY TWO
WHEEL DRIVE AUTOMOBILE

THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION DURING
THE MONTH OF MARCH, 2006.

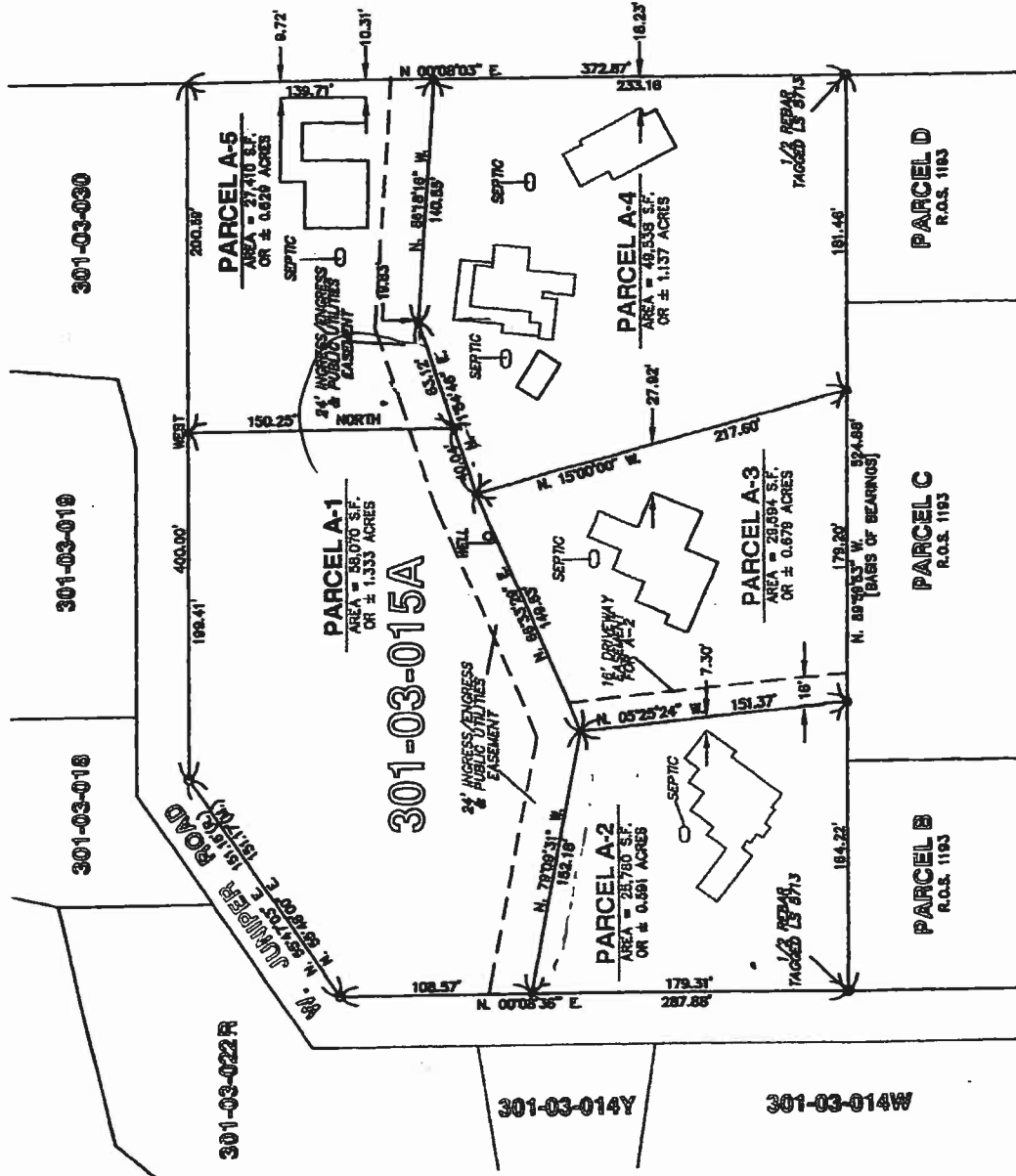


RAYMOND LEE JONES, R.L.S. #8713
LICENSE EXPIRES 6/30/09

RJS RAY JONES
SURVEYING

1118 North Karen Way
Payson, AZ 85541
Phone: (928) 474-4004

JOS NO:K409-009 DATE: 04/07/08
SCALE: 1" = 50' SHEET: 1 OF 1



**LEGAL NOTICE
GILA COUNTY
PLANNING & ZONING COMMISSION
AND
BOARD OF SUPERVISORS**

NOTICE IS HEREBY GIVEN that the Gila County Planning & Zoning Commission will hold a public hearing on Thursday, August 19th, 2010 and the Board of Supervisors will hold a public hearing on Tuesday, September 21st, 2010 concerning Application Z-10-01, filed by Neal Nelson (Owner: Milo La Baron). Application Z-10-01 is a request for a change in zoning from R1-D35 to R1-D35 w/PAD for Gila County Tax Assessor's Parcel 301-03-015A, Section 29, T12N, R8E, located at 9597 W. Juniper in Strawberry, AZ. Applicant intends to divide a 4.37 acre property into five lots with one lot being vacant, one lot with two dwellings and utilize the Gila County Small Subdivision Process. The P & Z Commission hearing will be held at 10:00 a.m. in the Board of Supervisors Hearing Room located at 1400 E. Ash Street, Globe, Arizona. The Board of Supervisors hearing will be held at 10:00 a.m. in the Board of Supervisors Hearing Room at 1400 E. Ash Street, Globe, Arizona.

The Board of Supervisors hearing date will be continued if the Planning & Zoning Commission has not given a recommendation. Interested persons may file a statement in writing for or against the zoning change request or appear and be heard at the dates set forth. Citizens can mail their statements to the addresses listed below or email the Director at rgould@co.gila.az.us

Information regarding Application Z-10-01 will be available for review in the Gila County Community Development Departments located at 1400 E. Ash Street in Globe, Arizona and at 608 East Highway 260 in Payson, Arizona on July 28, 2010. Citizens may also call the offices at 928-425-3231 EXT 8513 (Globe) or at 928-474-9276 (Payson), during normal business hours.

Planning and Zoning

By: _____

Robert A. Gould, Community Development Director

Board of Supervisors

By: _____

for Marian Sheppard, Chief Deputy Clerk

Arizona Silver Belt: One Publication: August 4th, 2010 Acct 101556-20

Payson Roundup One Publication: August 3rd, 2010 Acct 10015682

PROPOSITION 207 WAIVER

Date: 8-9-2000

I, Milo LeBaron applicant for the rezoning of Gila County

Assessors Parcel 301-03-015A do hereby waive

Proposition 207 and duly believe that the rezoning and plan amendment of this property will increase the value of property.


Applicant

Regular BOS Meeting

Date: 09/21/2010

Submitted For: Robert Gould, Community Development Division Director

Submitted By: Beverly Valenzuela, Community Development Division

Department: Community Development Division

Division: Community Development Administration

Fiscal Year: 2011 Budgeted?: No

Contract Dates - Begin & End: n/a

Grant?: No

Matching Requirement?: No Fund?: New

Presenter's Name:

Information

Request/Subject

Conditional Use Permit request for Jennifer King to construct new restaurant.

Background Information

EXISTING LAND USE / ZONING DESIGNATION

Subject Site: Undeveloped TR-TD Property

North: Undeveloped TR-TD Property

South: Undeveloped TR-TD Property

East: Undeveloped TR-TD Property Undeveloped C3 Properties

West: Undeveloped C3 Properties / Residential property R1-D10

The subject site and most surrounding parcels are currently zoned for small commercial development with buildings up to 2500 square feet. A small stretch of land on the west comes into contact with the Quail Run subdivision that is zoned R1-D10. The residential zoned property is at least 250 feet away from the proposed development of the restaurant.

BACKGROUND INFORMATION

A. There is currently no development on this property. There has been grading for this site.

B. The site is sitting on top of a hilly area.

C. While there is no FEMA regulated floodplain or floodway on this parcel there is a county regulated floodplain area. The proposed parcel will require a floodplain use permit. It does not appear that the building site is within the floodplain area.

APPLICABLE REQUIREMENTS

Zoning requirements for Conditional Uses and Condition Use Permits are provided in Section 103.11 of the zoning ordinance. The regulations for the TR District is located in Section 104.2 f(P) of the Zoning Regulation and the regulations for TD District is located in 104.3 (C) of the Zoning Code.

CONDITIONAL USES AND CONDITIONAL USE PERMITS

1. GENERAL: As defined in Section 102, Conditional Uses are those uses which, although not specifically permitted in a given zoning district, would become harmonious or compatible with neighboring uses through the application and maintenance of qualifying conditions. Conditional Use Permits shall be issued setting forth all qualifying conditions subject to the procedures for rezoning found in Section 105 Amendment Procedures.

HEARING:

A. Upon receipt of a complete application and site plan and the non-refundable application fee, a hearing on the application shall be scheduled before the Planning and Zoning Commission.

B. The Planning and Zoning Commission may either deny the application, recommend its approval subject to qualifying conditions, or return it to staff for further study prior to a rehearing.

C. Once a recommendation has been made by the Planning and Zoning Commission, a hearing on the application shall be scheduled before the Board of Supervisors.

D. The Board of Supervisors may either deny the application, accept the recommendation of the Planning and Zoning Commission, modify the recommendation, or send the application back to the Commission for further study.

E. Upon the final approval of the Board, a Conditional Use Permit shall be issued by the Department setting forth all qualifying conditions.

Evaluation

A. The current ingress and egress is across parcel 204-06-006K (zoned C3) off the Post Office entrance. Ingress and egress will most likely come off Highway 188 through Parcel 204-06-005D (zoned C3)

B. Staff has inspected the subject site and finds that this 17 acre property can accommodate the proposed use and be compatible with surrounding parcels.

C. The area for the restaurant is sitting at a higher elevation than any of the surrounding property. It is important that lighting be appropriate shielded from adjacent properties.

D. Transitional Residential (TR) allows a mix of uses with the stipulation that non-residential uses be conducted within a building and no commercial activity between 11 PM and 6:00 AM.

E. A property development plan will be required to be approved or disapproved by the Community Development Director.

F. The reasons for utilizing the Conditional Use Permit process for this project is that while it is not listed as a permissible use an outright permitted use was General Retail with gross floor areas not exceeding 2500 square feet. This project will exceed 2500 square feet, but due to the existing terrain will be well separated from residential areas.

Conclusion

VI. ANALYSIS

A. The current ingress and egress is across parcel 204-06-006K (zoned C3) off the Post Office entrance. Ingress and egress will most likely come off Highway 188 through Parcel 204-06-005D (zoned C3)

B. Staff has inspected the subject site and finds that this 17 acre property can accommodate the proposed use and be compatible with surrounding parcels.

C. The area for the restaurant is sitting at a higher elevation than any of the surrounding property. It is important that lighting be appropriately shielded from adjacent properties.

D. Transitional Residential (TR) allows a mix of uses with the stipulation that non-residential uses be conducted within a building and no commercial activity between 11 PM and 6:00 AM.

E. A property development plan will be required to be approved or disapproved by the Community Development Director.

F. The reasons for utilizing the Conditional Use Permit process for this project is that while it is not listed as a permissible use an outright permitted use was General Retail with gross floor areas not exceeding 2500 square feet. This project will exceed 2500 square feet, but due to the existing terrain will be well separated from residential areas.

Recommendation

The Planning and Zoning Commission met on August 19, 2010 and voted unanimously to recommend approval of this conditional use permit with the staff recommendations that included the eight conditions specified, as follows:

The Planning and Zoning Commission recommends approval with the following conditions:

Because the proposed use provides a needed service and because the proposed use could be compatible with the surrounding land uses and topography, and because the use is allowed by the Zoning Ordinance through the Conditional Use Permit process, staff suggests:

That the Planning and Zoning Commission recommend to the Board of Supervisors approval of application CUP-10-02. That the 17 acre property shall be allowed the restaurant use, if and when the following conditions are met:

1. Building permits shall be obtained.
2. Sanitary facilities for the use shall be designed, constructed and approved by the Wastewater Department.
3. All parking must meet county standards and be accommodated on the site.
4. Any applicable State and County Health Department regulations shall be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
5. All outdoor lighting shall be appropriately shielded in accordance with county regulations.
6. A development must be submitted per the county Zoning Ordinance.
7. Outside dining tables will be permitted and must be shown on the development plan.
8. Violations of any of the seven previous conditions shall be grounds for suspension or revocation of this Conditional Use Permit

Suggested Motion

Public Hearing - Information/Discussion/Action to adopt Resolution No. 10-08-02 for Planning and Zoning Department Case No. CUP-10-02, an application filed by Salado Properties for owner Jennifer King, which is a request for construction of a restaurant, Lake House Grill, to be located on Hwy 188 (across from the currently open Lake House Grill), Gila County Assessor's Tax Parcel 204-06-005E, Sec. 15, T3N, R13E. (The Board of Supervisors may consider adopting this Resolution with a stipulation that 8 conditions be included as recommended by the Planning and Zoning Department.)

(Bob Gould)

[Attachments](#)

Link: [CUP-10-02 KING](#)

To: Planning & Zoning Commission

From: Robert Gould
Community Development Director

Subject: Proposed Conditional Use Permit request to allow a restaurant to operate in R1 zoning district along Highway 188 in the Roosevelt area. (Lakehouse Grill is moving directly across the street from current location)

I. INTRODUCTION

MEETING DATE: August 19, 2010

CASE NUMBER: CUP-10-02

LOCATION: The subject site is a 17.41 acre property in the unincorporated area of Gila County in the Roosevelt vicinity that is approximately 20 miles north of Globe.

TAX PARCEL: 204-06-005E

APPLICANT: Jenifer King, property owner

REQUEST: "Relocate Lake House Grill Restaurant across to the other side of State Highway 188."

PURPOSE: To determine how this request for a Conditional Use Permit, to construct a new restaurant on State Highway 188 shall be recommended to the Board of Supervisors.

II. EXISTING LAND USE / ZONING DESIGNATION

Subject Site: Undeveloped TR-TD Property

North: Undeveloped TR-TD Property

South: Undeveloped TR-TD Property

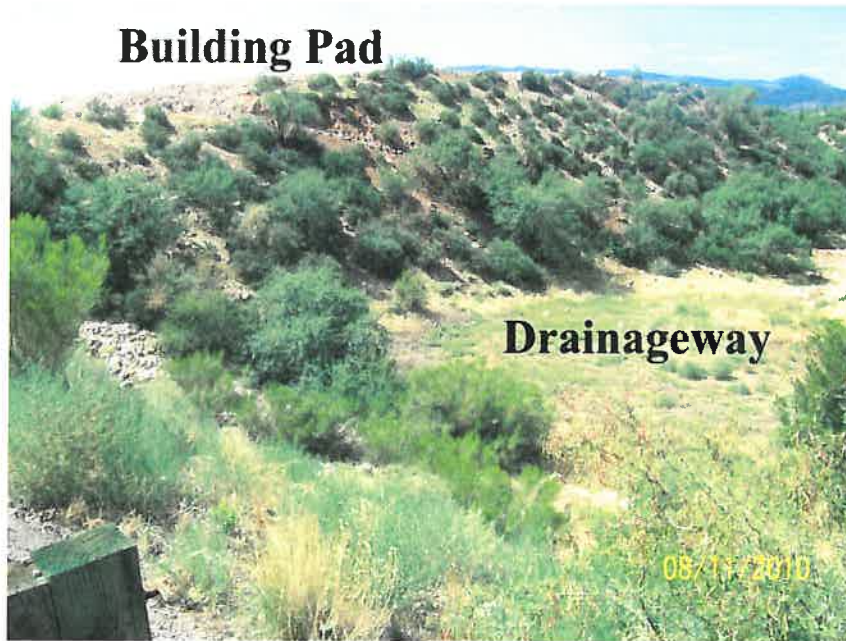
East: Undeveloped TR-TD Property Undeveloped C3 Properties

West: Undeveloped C3 Properties / Residential property R1-D10

The subject site and most surrounding parcels are currently zoned for small commercial development with buildings up to 2500 square feet. A small stretch of land on the west comes into contact with the Quail Run subdivision that is zoned R1-D10. The residential zoned property is at least 250 feet away from the proposed development of the restaurant.

III. BACKGROUND INFORMATION

- A. There is currently no development on this property. There has been grading for this site.
- B. The site is sitting on top of a hilly area.
- C. While there is no FEMA regulated floodplain or floodway on this parcel there is a county regulated floodplain area. The proposed parcel will require a floodplain use permit. It does not appear that the building site is within the floodplain area.



IV. APPLICABLE REQUIREMENTS

Zoning requirements for Conditional Uses and Condition Use Permits are provided in Section 103.11 of the zoning ordinance. The regulations for the TR District is located in Section 104.2 f(P) of the Zoning Regulation and the regulations for TD District is located in 104.3 (C) of the Zoning Code.

103.11 **CONDITIONAL USES AND CONDITIONAL USE PERMITS**

1. **GENERAL:** As defined in Section 102, Conditional Uses are those uses which, although not specifically permitted in a given zoning district, would become harmonious or compatible with neighboring uses through the application and maintenance of qualifying conditions. Conditional Use Permits shall be issued setting forth all qualifying conditions subject to the procedures for rezoning found in Section 105 Amendment Procedures.

3. HEARING:

- A. Upon receipt of a complete application and site plan and the non-refundable application fee, a hearing on the application shall be scheduled before the Planning and Zoning Commission.
- B. The Planning and Zoning Commission may either deny the application, recommend its approval subject to qualifying conditions, or return it to staff for further study prior to a rehearing.
- C. Once a recommendation has been made by the Planning and Zoning Commission, a hearing on the application shall be scheduled before the Board of Supervisors.
- D. The Board of Supervisors may either deny the application, accept the recommendation of the Planning and Zoning Commission, modify the recommendation, or send the application back to the Commission for further study.
- E. Upon the final approval of the Board, a Conditional Use Permit shall be issued by the Department setting forth all qualifying conditions.

VI. ANALYSIS

- A. The current ingress and egress is across parcel 204-06-006K (zoned C3) off the Post Office entrance. Ingress and egress will most likely come off Highway 188 through Parcel 204-06-005D (zoned C3)
- B. Staff has inspected the subject site and finds that this 17 acre property can accommodate the proposed use and be compatible with surrounding parcels.
- C. The area for the restaurant is sitting at a higher elevation than any of the surrounding property. It is important that lighting be appropriate shielded from adjacent properties.
- D. Transitional Residential (TR) allows a mix of uses with the stipulation that non-residential uses be conducted within a building and no commercial activity between 11 PM and 6:00 AM.
- E. A property development plan will be required to be approved or disapproved by the Community Development Director.
- F. The reasons for utilizing the Conditional Use Permit process for this project is that while it is not listed as a permissible use an outright permitted use was General Retail with gross floor areas not exceeding 2500 square feet. This project will exceed 2500 square feet, but due to the existing terrain will be well separated from residential areas.

VII. RECOMMENDATION:

Because the proposed use provides a needed service and because the proposed use could be compatible with the surrounding land uses and topography, and because the use is allowed by the Zoning Ordinance through the Conditional Use Permit process, staff suggests:

That the Planning and Zoning Commission recommend to the Board of Supervisors approval of application CUP-10-02. That the 17 acre property shall be allowed the restaurant use, if and when the following conditions are met:

1. Building permits shall be obtained.
2. Sanitary facilities for the use shall be designed, constructed and approved by the Wastewater Department.
3. All parking must meet county standards and be accommodated on the site.
4. Any applicable State and County Health Department regulations shall be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
5. All outdoor lighting shall be appropriately shielded in accordance with county regulations.
6. A development must be submitted per the county Zoning Ordinance.
7. Outside dining tables will be permitted and must be shown on the development plan.
8. Violations of any of the seven previous conditions shall be grounds for suspension or revocation of this Conditional Use Permit.

VIII Planning & Zoning Commission Recommendation

The Planning and Zoning Commission met on August 19, 2010 to consider public testimony and staff recommendation for this conditional use permit.

At the conclusion of the Public Hearing the Commission voted unanimously to approve this conditional use permit with the staff recommendations that included the eight conditions specified above.

RESOLUTION NO. 10-08-02

CASE NO. CUP-10-02

**A RESOLUTION OF THE
GILA COUNTY BOARD OF SUPERVISORS
TO ALLOW A CONDITIONAL USE PERMIT ON
GILA COUNTY TAX ASSESSOR'S PARCEL 204-06-005E**

WHEREAS, the Gila County Planning and Zoning Commission, at a duly noticed public hearing held on August 19th, 2010, has recommended to the Board of Supervisors of Gila County, Arizona, that a zoning request, set forth in the attached Exhibit "A", be adopted as provided in Section 11-829, Arizona Revised Statutes; and,

WHEREAS, after holding a public hearing as provided by law, the Gila County Board of Supervisors is of the opinion that the adoption of such recommendation would be in the best interest of Gila County.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors, at a regularly scheduled and duly noticed public hearing did approve the zoning request set forth in the attached Exhibit "A."

PASSED AND ADOPTED this 21st day of September 2010 .

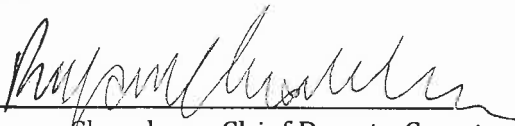
ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Chief Deputy Clerk

Michael A. Pastor, Chairman of the Board

Approved as to form:



Bryan Chambers, Chief Deputy County Attorney

EXHIBIT "A"
GILA COUNTY PLANNING AND ZONING CASE #CUP-10-02
REQUEST: CONDITIONAL USE PERMIT
Applicant: Salado Properties
Owner: Jennifer King

Approval of a conditional use permit to allow construction of a restaurant, Lake House Grill, to be located at 18808 N. Hwy 188 in Roosevelt (across from the currently open Lake House Grill), Gila County Tax Assessor's Parcel 204-06-005E, Sec. 15, T3N, R13E.

LEGAL DESCRIPTION: A PARCEL OF LAND ALONG A CHORD OF SAID SPIRAL THAT IS IN CONCENTRIC ALIGNMENT TO SAID CENTERLINE OF STATE ROUTE 88 SPIRAL CURVE NORTH 28 DEGREES 13 MINUTES 02 SECONDS WEST, A DISTANCE OF 68.59 FEET;

THENCE SOUTH 48 DEGREES 50 MINUTES 43 SECONDS WEST, A DISTANCE OF 86.90 FEET;

THENCE SOUTH 05 DEGREES 55 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,180.07 FEET;

THENCE SOUTH 25 DEGREES EAST, A DISTANCE OF 39.24 FEET;

THENCE SOUTH 09 DEGREES WEST, A DISTANCE OF 90.74 FEET;

THENCE SOUTH 64 DEGREES 24 MINUTES 39 SECONDS EAST 644.67 TO THE TRUE POINT OF BEGINNING.

Approved by the Board of Supervisors with the following conditions:

Because the proposed use provides a needed service and because the proposed use could be compatible with the surrounding land uses and topography, and because the use is allowed by the Zoning Ordinance through the Conditional Use Permit process, staff suggests:

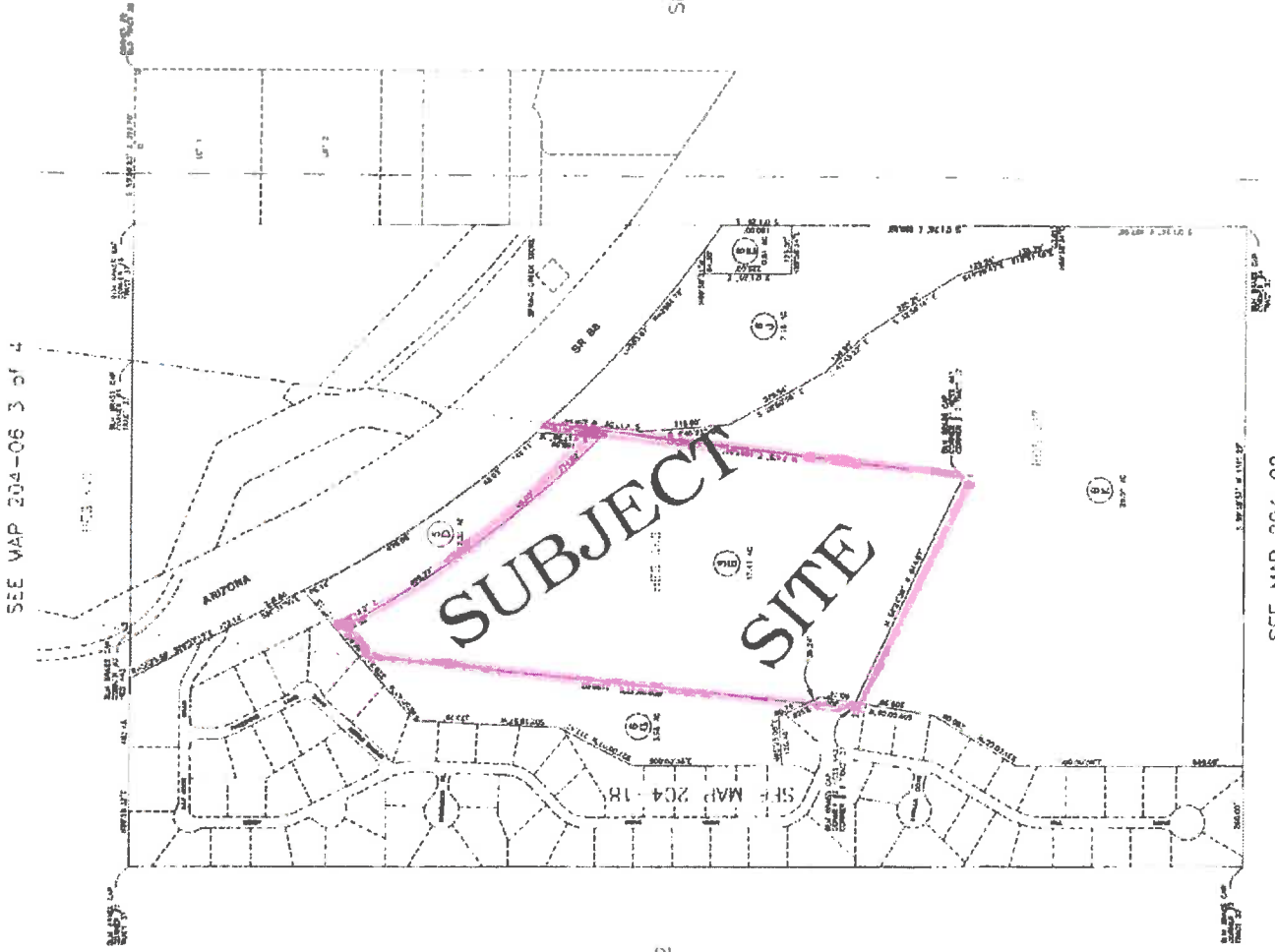
That the Planning and Zoning Commission recommend to the Board of Supervisors approval of application CUP-10-02. That the 17 acre property shall be allowed the restaurant use, if and when the following conditions are met:

1. Building permits shall be obtained.
2. Sanitary facilities for the use shall be designed, constructed and approved by the Wastewater Department.

3. All parking must meet county standards and be accommodated on the site.
4. Any applicable State and County Health Department regulations shall be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
5. All outdoor lighting shall be appropriately shielded in accordance with county regulations.
6. A development must be submitted per the county Zoning Ordinance.
7. Outside dining tables will be permitted and must be shown on the development plan.
8. Violations of any of the seven previous conditions shall be grounds for suspension or revocation of this Conditional Use Permit.

E 1/2 SECTION 15
T3N R13E

204-06
4 of 4
CODE 4005
UPDATED 6-23-16



SEE MAP 204-02

SEE MAP 204-02

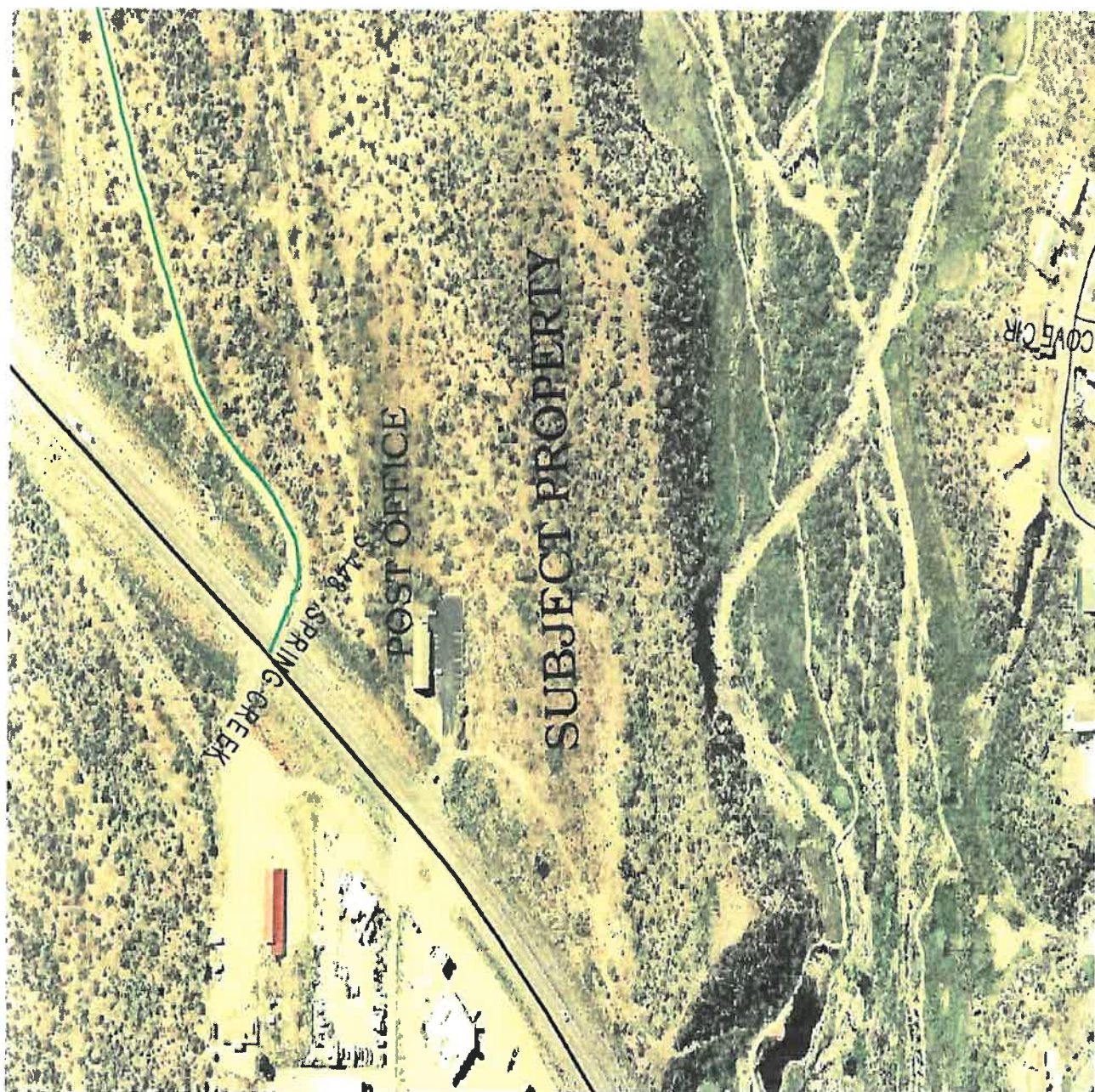


SCALE = 1" = 200'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY. NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

SEE MAP 204-02



**LEGAL NOTICE
GILA COUNTY
PLANNING & ZONING COMMISSION
AND
BOARD OF SUPERVISORS**

NOTICE IS HEREBY GIVEN that the Gila County Planning & Zoning Commission will hold a public hearing on Thursday, August 19th, 2010 and the Board of Supervisors will hold a public hearing on Tuesday, September 21st, 2010 concerning Application CUP-10-02, filed by Salado Properties for owner Jennifer King. Application CUP-10-02 is a request for construction of restaurant, Lake House Grill, to be located on Hwy 188 (across from the currently open Lake House Grill), Gila County Tax Assessor's Parcel 204-06-005E, Sec. 15, T3N, R13E. The P & Z Commission hearing will be held at 10:00 a.m. in the Board of Supervisors Hearing Room located at 1400 E. Ash Street, Globe, Arizona. The Board of Supervisors hearing will be held at 10:00 a.m. in the Board of Supervisors Hearing Room at 1400 E. Ash Street, Globe, Arizona.

The Board of Supervisors hearing date will be continued if the Planning & Zoning Commission has not given a recommendation. Interested persons may file a statement in writing for or against the zoning change request or appear and be heard at the dates set forth. Citizens can mail their statements to the addresses listed below or email the Director at rgould@co.gila.az.us

Information regarding Application CUP-10-02 will be available for review in the Gila County Community Development Departments located at 1400 E. Ash Street in Globe, Arizona and at 608 East Highway 260 in Payson, Arizona on July 28, 2010. Citizens may also call the offices at 928-425-3231 EXT 8513 (Globe) or at 928-474-9276 (Payson), during normal business hours.

Planning and Zoning

By: 
Robert A. Gould, Community Development Director

Board of Supervisors

By: 
for Marian Sheppard, Chief Deputy Clerk

Arizona Silver Belt: One Publication: August 4th, 2010 Acct 101556-20

Payson Roundup One Publication: August 3rd, 2010 Acct 10015682

Regular BOS Meeting

Date: 09/21/2010

Submitted For: John Castaneda, Animal Regulations Enf. Mgr.
Submitted By: John Castaneda, Health & Community Services Division
Department: Health & Community Services Division
Division: Health Department
Presenter's Name: John Castaneda

Information

Request/Subject

Gila County Rabies Control Companion Animal Spay and Neuter Grant Application.

Background Information

This application is being submitted to the Arizona Companion Animal Spay and Neuter Committee in order to apply for grant funds that will be used for a new Gila County program to provide low-income individuals and individuals who adopt their dog or cat through Gila County Rabies Control discounts on having their animals spayed/neutered.

Evaluation

Gila County Rabies Control is in need of this program as none currently exists.

Conclusion

This grant would be beneficial to the county by providing funding for discounts on spaying/neutering dogs and cats, by reducing the unwanted animal population.

Recommendation

The Gila County Rabies Control Department recommends that the Board approve submittal of this grant application.

Suggested Motion

Information/Discussion/Action to authorize the Gila County Rabies Control Department to submit a Grant Application in the amount of \$9,940 to the Arizona Companion Animal Spay and Neuter Committee to provide low cost spay/neuter services to qualified individuals in Gila County. **(John Castaneda)**

Attachments

Link: [Animal Spay & Neuter Grant Application](#)

**Gila County Rabies Control
Companion Animal Spay & Neuter Grant
Application**

Arizona companion Animal Spay and Neuter Committee
Request for Donation Guidelines and Criteria

Please Read Carefully as the Guidelines Have Changed

For 2010, the Arizona companion Animal Spay and Neuter Committee will disburse a minimum of 90% of the monies deposited in the "Spaying and Neutering of Animal Fund" from July 1, 2009 to June 30, 2010. The amount equals \$161,321.93. Awards to multiple organizations may be made.

Applications Requirements

1. Applicants must meet one of the following criteria:
 - a. Be an animal welfare organization that files under section 501 c(3) of the United States revenue code for income tax purposes and that offers or subsidizes sterilization services for dogs and cats within the State of Arizona.
 - b. Be an animal control agency that offers or subsidizes sterilization services for dogs and cats within the State of Arizona.
2. The application must propose an activity compatible with the Arizona Companion Animal Spay and Neuter Committee mission and in accordance with ARS 28-2422: "The companion animal spay and neuter committee shall allocate monies to a qualifying entity that allocates the monies to programs that seek to reduce pet overpopulation by sterilizing, at minimal or no cost, dogs and cats in the state, including those that are impounded pursuant to section 11-1022".
3. To be eligible for funding, candidates must facilitate the sterilization of at least one of the following:
 - a. Public Spay/Neuter Program
 - b. Open Admission Non-Profit Animal Welfare/Government Animal Welfare Spay/Neuter Programs
 - c. Free-Roaming (Feral) Spay/Neuter Program
 - d. Limited Admission/Rescue Organization Spay/Neuter Program
4. To be considered for funding the application must be complete and received by the committee or postmarked by the deadline. Otherwise the application will not be considered.

Three total packets (one original and two copies) of the following:

 - a. the completed original application
 - b. the identified enclosures (see section IV)
5. Requests for funding may not exceed \$10,000 per project. However, based on the number of applicants, the scope of the proposed projects and the funds available, the evaluator's recommendations may include an adjustment (increase or decrease) of the funds requested by the applicants.
6. Accurate record keeping and accounting is imperative. Applicants must allow site visitation by representatives of the spay/neuter committee to be considered for funding.

Arizona Companion Animal Spay and Neuter Committee

Application Form

Section I. Contact Information

Name of Organization: **Gila County Rabies Control**

Address: **1400 East Ash**

City/State/ZIP: **Globe, Arizona, 85501** County: **Gila**

Phone: **928-402-8874** Fax: **928-425-8150** Email: **jccastaneda@co.gila.az.us**

Project Leader Information:

Name: **John Castaneda**

Title: **Animal Regulation Enforcement Officer Manager**

Address: **1400 East Ash**

City/State/ZIP: **Globe, Arizona, 85501**

Phone: **928-402-8873** Fax: **928-425-8150** Email: **jccastaneda@co.gila.az.us**

Section II. Community Information

1. Describe the community that you serve.

a. city(ies)/county/region that you serve: **Globe, Miami, San Carlos,**

Hayden, Winkelman, Payson

b. estimated human population: **52,000**

c. estimated number of homeless animals in your community (companion animals that enter the government animal control agency and other animal welfare organizations per year):**1378**

Section III. General Organizational Information

1. Organizational Mission:

To serve and protect the citizens and animals within Gila County

2. Annual Operating Budget for Current Fiscal Year: **\$332,046.00 2010-2011**

3. Annual Statistics for your Organization. Please complete the following table referencing either the last 12 months of performance, or the performance of the most recent fiscal year.

Annual Statistics	Dogs	Cats	Total
Animal Intake	830	548	1378
Adoptions	98	19	117

Sterilizations	Dogs	Cats	Total
Public	0	0	0
Sheltered	0	0	0
Free-Roaming/(Feral)	0	0	0
Total	0	0	0

4. What is your average cost per surgery?

	Average Cost per Surgery
Male Cat	40.00 DEPOSIT
Female Cat	40.00 DEPOSIT
Male Dog	40.00 DEPOSIT
Female Dog	40.00 DEPOSIT

5. What is your live release rate? **0.39**

To calculate your live release rate, follow this formula: Total adoptions + total transfers (rescue or otherwise) + total returned to owner divided by your total Outcomes (excluding owner/guardian requested euthanasia and dogs and cats that died or were lost in the shelter/care. Live release rate is given in percentage form.

$(\text{Adoptions} + \text{Transfers} + \text{returned to owner}) / (\text{Total Outcomes})$

6. Check all information that accurately describes your organization:

- ☒ government agency
- ☐ private, non-profit organization with 501(c)3 status, no government contract
- ☐ private, non-profit organization with 501(c)3 status, with government contract
- ☐ none of the above

7. Describe your organization – check all that apply:

- ☒ open admission shelter ☐ spay/neuter organization only
- ☐ other (specifically and fully describe) _____
- _____
- _____
- _____

8. Is your organization available for onsite visits and inspections from the public and this Committee?

- ☒ yes What are your hours of operation: Monday thru Friday 8-5
- ☐ no Please explain. _____
- _____
- _____

Section IV. Description of Project

1. The project for which you are seeking funding is:
☒ new program ☐ existing program
2. Target Animal Population and amount for funding request

Target Animal Population	Funding Request Amount
<input checked="" type="checkbox"/> Public Spay/Neuter Program for Dogs and Domesticated cats	\$9,940.00
<input type="checkbox"/> Open Admission Non-Profit Animal Welfare/Government Animal Welfare Spay/Neuter Program	\$ _____
<input type="checkbox"/> Free-Roaming (Feral) Cat Spay/Neuter Program	\$ _____
<input type="checkbox"/> Limited Admission/Rescue Organization Spay/Neuter Program	\$ _____

Please note: Funds are designated for sterilization costs only. Purchase of equipment, vaccinations, travel or other ancillary costs will not be funded.

3. Use a separate sheet of paper to describe the program. Do not exceed two 8 1/2 x 11 single spaced typewritten pages. Type: arial or times new roman, 12 point size, one inch margins. Please note the weight of each of the answers by the number of potential points assigned.
 - A. Describe the project(s) for which you are requesting funding. State your goals in specific and measurable terms. Include the number of animals to be served by this project. Include how this proposed project will increase/impact the number of spay/neuter surgeries in your community. **(50 points)**
 - B. Describe how you will promote the project/raise awareness in the community of:
 - spaying and neutering
 - pet friendly license plate**(25 points)**
 - C. Define the target populations served (animal and human) **(15 points)**
 - D. What, if any, additional grants or other sources of funding, including co-pays, do you anticipate seeking? **(10 points)**

Section V. Enclosures

The Gila County Rabies Control (GCRC) Department is part of the Gila County Division of Health and Community Services, Office of Health. The GCRC has two offices. The main office is located in Globe and covers southern Gila County. An additional office is located in Payson and covers northern Gila County. The Gila County Rabies Control Animal Shelter is located at 700 W. Hackney Avenue, Globe, AZ 85501. It consists of 18 dog kennels and 9 cat kennels. The Payson Humane Society provides shelter for GCRC in northern Gila County. After 72 hours, the Humane Society accepts responsibility for the animals.

Currently GCRC enforces all Arizona state laws under chapter 7 article 6 sections 11-1001 through 11-1027 and the local County ordinances. Additional services include investigating rabies control complaints brought forward by the citizens, investigating all reported animal bites and possible rabies exposures, issuing license's (dog tags), and providing low-cost rabies clinics. Housing of unwanted strays, dogs at large, animals brought into rabies control, and those dogs that are quarantined is provided at the Animal Shelter located in Globe and the Humane Society in Payson.

The project that we are requesting funding for would be a new Public Spay/Neuter Program targeting dogs and domesticated cats. We have never provided low-cost spay/neuter services and are excited about the opportunity to do so. The funds would be used to encourage residents to have their pets spayed or neutered by providing coupons to individuals for a 50% discount on spay or neuter services. This funding would be used to provide discount spay/neutering services to 140 animals – 35 dogs could be spayed and 35 dogs neutered. In addition, 35 cats could be spayed and 35 cats neutered for a total \$9,940.00.

The Gila County Animal Shelter always has dogs and cats of all breeds, sizes, shapes and colors that need a family available for adoption. All dogs four (4) months of age or older must be vaccinated for rabies and licensed at the time they are adopted. The cost to adopt a dog over four months of age is \$77.00 which includes a \$40 spay/neuter deposit, \$10 rabies shot, \$15.00 license, and a \$12.00 adoption fee. The cost for dogs under four (4) months of age is \$52.00 and includes a \$40.00 spay/neuter deposit and \$12.00 adoption fee. The cost to adopt a cat is \$37.00 and includes a \$25 spay/neuter deposit and \$12.00 adoption fee. The spay/neuter deposit on all adopted animals is refundable upon proof that the adopted animal has been spayed or neutered. Owners who have had their animal spay or neutered also receive a discount on the cost of a license (dog tag). A license for an unaltered animal is \$15.00, while the cost to the pet owner with a spayed or neutered animal is \$7.00.

In spite of our attempts to encourage spay/neuter among those animals adopted through the shelter, only 23% of the animals adopted in 2009 were spayed or neutered. Of the 117 animals adopted 98 were dogs and 19 were cats. Only 2 cat and 25 dog owners took advantage of the spay/neuter reimbursement fee out of 117 adoptions. When individuals come to adopt a pet from our shelter, we could encourage them to spay/neuter their new pet, not only with the \$40.00 refund but also by offering them a coupon for a 50% discount the spaying or neutering of their new pet. By offering additional discounts

through the funding received from this grant, our goal is to increase the number of individuals who adopt through the shelter that have their animal spay/neutered to 30%.

We currently provide discount rabies clinics in both northern and southern Gila County. During these reduced fee clinics, we would advise pet owners that coupons would be available through the Gila County Rabies Control to have their animal spayed/neutered at a 50% discount. This would address those pet owners that normally could not afford to have their animal spay or neutered. The second goal of this program would be that all coupons for discount spay/neuter would be used by those adopting animals or those who learn about the program through our low-cost rabies clinics and advertising.

Dr. Jeffrey Eubank of the Samaritan Veterinary Center at 1776 E. Maple Street, Globe, Arizona is the veterinarian that will provide services to implement the spay/neuter program. Dr. Eubank currently provides our low-cost rabies shot clinics and provides emergency services and other services as needed. Individuals would get 50% off their bill and Gila County Rabies Control would pay Dr. Eubank the difference.

Gila County is located in east central Arizona. It encompasses 4,752 square miles with terrain that includes both desert terrain and mountain ranges. There are five incorporated cities and several other smaller communities scattered within the County. The income and educational level of Gila County residents is below that of the state average. Many of our residents are uneducated about animal health and welfare. The homeless and unwanted pet population would be our primary target at the Animal Shelter. During our low cost rabies clinics, we would focus on those pet owners unable to pay the costs to have their animals spay/neutered.

Promotion of this project would be provided through several venues. Pamphlets would be designed that would provide information regarding the importance of having your pet spay/neutered along with information regarding the health and behavior benefits spaying/neutering can provide for the pet. We would also promote the Arizona Pet Friendly/Spay & Neuter Specialty License Plate in this pamphlet. Pamphlets would be provided to new pet owners at the time of adoption as well as being provided to those individuals participating in the low-cost rabies clinics. Information regarding the program and the importance of pet owners having their pet spay/neutering would also be provided through the Gila County Website and our internet site on Pet Harbor.com, newspaper articles and radio announcements.

This would be a new program for Gila County Rabies Control. Currently, this grant would be our only funding source for spaying and neutering animals. Should this program prove to be successful, we would then seek additional funding to help support this program.

Section V. Enclosures

The following enclosures must accompany your application to be considered:

1. The organization and the executive and management staff in charge of the project. A list of the Board or Directors and other volunteer organizational leadership, if you are a non-profit organization (list of names and contact information).
2. A letter signed by the executive in charge that all veterinarians working on the project have and maintain a current State of Arizona veterinary license throughout the project
3. If you are applying for funding for a free-roaming (feral) program include a statement verifying that the cats are ear-tipped and given a rabies vaccination.
4. A copy of the organization's 501(c)3 determination letter, if you are a non-profit organization
5. The end of year (2009) balance sheet
6. A letter from the appropriate official guaranteeing that the funds will be used specifically for the purpose requested only
7. Project Coordinator Name, phone number and email address to be published on the azpetplates.org web site.

Please send three complete packets of information (original and two copies of all enclosures identified) by: **October, 1, 2010**
To the following address:

Arizona Companion Animals Spay and Neuter Committee
c/o Chairman Rodrigo Silva, MVZ, MPH
Assistant County Manager
Maricopa County
2500 S 27th Ave
Phoenix, AZ 85009

Gila County Rabies Control Department

Contractor Name

1400 East Ash Street

Address

Globe, Az 85501

City, State Zip

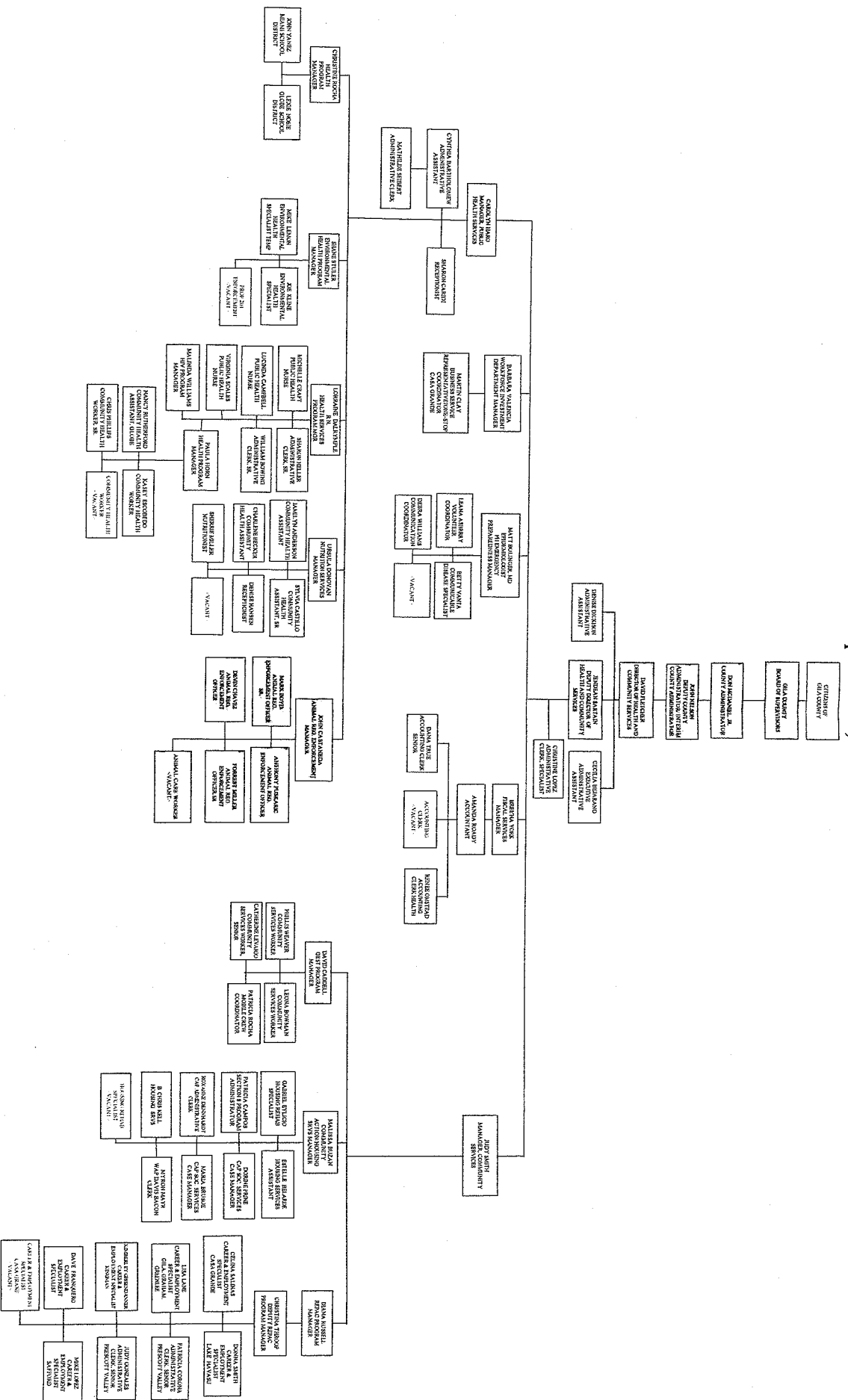
Contractor Authorized Signature

Michael A. Pastor

Chairman, Board of Supervisors

Bryan Chambers, Chief Deputy
Gila County Attorneys Office

September 1, 2010



David Fletcher
Director

Judy Smith
Divisional Program Manager
for Community Services



Jendean Sartain
Deputy Director

Carolyn Haro
Divisional Program Manager
for Health

GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES

5515 S. Apache St. Suite 100, Globe, AZ 85501
(928) 425-3189

"Improving the Quality of Life for all Residents"

Below is a list of the current members of the Gila County Board of Supervisors:

Michael A. Pastor, Chairman of the Board

District 2

Office: Gila County Courthouse

1400 E. Ash Street

Globe, AZ 85501

Phone: (928) 402-8753

Fax: (928) 402-0190

mpastor@co.gila.az.us

Tommie Cline Martin, Vice Chairman

District 1

Office: Gila County Complex,

610 E HWY 260

Payson, AZ 85547

Phone: (928) 474-2029

Fax: (928) 474-0802

tmartin@co.gila.az.us

Shirley Dawson, Member

District 3

Office: Gila County Courthouse

1400 E. Ash Street

Globe, AZ 85501

Phone: (928) 402-8511

Fax: (928) 402-8882

sdawson@co.gila.az.us

Bio- Terrorism Prevention

Community Action

Environmental Health

GEST

Housing Rehabilitation

Nursing Services

Nutrition Services

Public Fiduciary

Rabies Control

REPAC

Section 8 Housing

Weatherization Program

Workforce Investment Act

Reasonable accommodations for persons with disabilities may be requested.
Countywide T.D.D. (928) 425-0839

David Fletcher
Director

Judy Smith
Divisional Program Manager
for Community Services



Jendean Sartain
Deputy Director

Carolyn Haro
Divisional Program Manager
for Health

GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES

5515 S. Apache St. Suite 100, Globe, AZ 85501
(928) 425-3189

"Improving the Quality of Life for all Residents"

September 1, 2010

Arizona Companion Animals Spay and Neuter Committee
c/o Chairman Rodrigo Silva, MVZ, MPH
Assistant County Manager
Maricopa County
2500 S 27th Avenue
Phoenix, AZ 85009

Mr. Rodrigo Silva, MVZ, MPH:

This letter is to assure you that all veterinarians working on the project have and will maintain a current State of Arizona veterinary license throughout the project.

Sincerely,

David J.H. Fletcher
Director

Gila County Division of Health and Community Services

Bio- Terrorism Prevention

Community Action

Environmental Health

GEST

Housing Rehabilitation

Nursing Services

Nutrition Services

Public Fiduciary

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Workforce Investment Act

Reasonable accommodations for persons with disabilities may be requested.
Countywide T.D.D. (928) 425-0839

1-10 For Use By Animal Control Only

Board of Veterinary Medical Examiners
Renewal License

Valid

2009 - 2010

Fee Paid

\$400.00

Be it known that

JEFFREY L EUBANK DVM

has met all the requirements for license renewal as a

Veterinarian



In accordance with Arizona Revised Statutes and
on authority of the Board of Veterinary Medical
Examiners, State of Arizona.

This certificate shall remain evidence thereof
unless or until the same is suspended, revoked
or expires in accordance with the provisions of
law.

Date Issued

Nov 25, 2008

License Number

1820

W. J. Smith

1-10 For Use By Animal Control Only

Proforma Budget Report

Through Date: 8/10/2010

Account Number	Fiscal Year Amended Budget	Y-T-D Amount	%Used	Proforma Amount	% Used
Fund: 1009 Rabies Control					
Department: 404 Health					
Account Classification: 1 Personal Services					
4010-10 Salaries and wages Regular salaries and wages	\$160,067.00	\$13,492.17	8%	\$123,116.03	77%
4010-20 Salaries and wages Temporary wages	\$0.00	\$400.00	+++	\$3,650.00	+++
4010-30 Salaries and wages Part time salaries	\$3,120.00	\$0.00	0%	\$0.00	+++
4010-50 Salaries and wages Overtime	\$0.00	\$0.00	+++	\$0.00	+++
4020-10 Employee benefits Social security contributions	\$10,118.00	\$793.28	8%	\$7,238.68	72%
4020-11 Employee benefits Medicare contributions	\$2,367.00	\$185.53	8%	\$1,692.94	72%
4020-20 Employee benefits Arizona state retirement	\$15,767.00	\$1,328.95	8%	\$12,126.65	77%
4020-30 Employee benefits Health insurance	\$44,687.00	\$3,932.54	9%	\$35,884.43	80%
4020-41 Employee benefits Workers' compensation insurance	\$3,014.00	\$355.54	12%	\$3,244.30	108%
4020-89 Employee benefits Other	\$0.00	\$0.00	+++	\$0.00	+++
1 Personal Services Totals:	\$239,140.00	\$20,488.01	9%	\$186,953.04	78%
Account Classification: 45 Miscellaneous					
4990-00 Coding Corrections/Refunds	\$0.00	\$0.00	+++	\$0.00	+++
45 Miscellaneous Totals:	\$0.00	\$0.00	+++	\$0.00	+++
Account Classification: 2 Operating Expenses					
4100-10 Supplies Office supplies	\$2,500.00	\$0.00	0%	\$0.00	+++
4110-40 Operating supplies Laboratory	\$0.00	\$0.00	+++	\$0.00	+++
4110-50 Operating supplies Cleaning and sanitation	\$280.00	\$0.00	0%	\$0.00	+++
4110-60 Operating supplies Fuel, oil, and lubricants	\$9,080.00	\$0.00	0%	\$0.00	+++
4110-61 Operating supplies Oxygen and chemicals	\$0.00	\$0.00	+++	\$0.00	+++
4110-80 Operating supplies Clothing, uniforms	\$1,263.00	\$0.00	0%	\$0.00	+++
4110-81 Operating supplies Safety apparel	\$0.00	\$0.00	+++	\$0.00	+++
4110-85 Operating supplies Safety supplies	\$2,849.00	\$0.00	0%	\$0.00	+++
4110-99 Operating supplies Other	\$0.00	\$0.00	+++	\$0.00	+++
4120-10 Equipment and Furniture Equipment under \$1000	\$3,500.00	\$0.00	0%	\$0.00	+++
4120-20 Equipment and Furniture Office furniture under \$1000	\$0.00	\$0.00	+++	\$0.00	+++
4120-30 Equipment and Furniture Shop tools & equip under \$1000	\$868.00	\$0.00	0%	\$0.00	+++
4130-60 Repairs and maintenance supplies Motor vehicle repair	\$0.00	\$0.00	+++	\$0.00	+++
4130-61 Repairs and maintenance supplies Vehicle Supplies	\$1,000.00	\$0.00	0%	\$0.00	+++
4130-62 Repairs and maintenance supplies Auto parts/supplies	\$7,000.00	\$0.00	0%	\$0.00	+++

Proforma Budget Report

Through Date: 8/10/2010

Account Number	Fiscal Year Amended Budget	Y-T-D Amount	%Used	Proforma Amount	% Used
Fund: 1009 Rabies Control					
Department: 404 Health					
4130-63 Repairs and maintenance supplies Vehicle maintenance supplies	\$0.00	\$0.00	+++	\$0.00	+++
4200-10 Other services and charges General services	\$2,460.00	\$0.00	0%	\$0.00	+++
4200-50 Other services and charges Credit card service charge	\$0.00	\$0.00	+++	\$0.00	+++
4210-50 Professional services Medical	\$1,200.00	\$0.00	0%	\$0.00	+++
4210-59 Professional services Veterinarian expense	\$4,680.00	\$0.00	0%	\$0.00	+++
4210-60 Professional services Software	\$4,780.00	\$0.00	0%	\$0.00	+++
4210-70 Professional services Architectural and engineering	\$0.00	\$0.00	+++	\$0.00	+++
4210-99 Professional services Other	\$0.00	\$0.00	+++	\$0.00	+++
4220-30 Utilities Water	\$0.00	\$0.00	+++	\$0.00	+++
4230-10 Communications Telephone	\$6,850.00	\$49.10	1%	\$448.04	7%
4230-30 Communications Postage/Freight Expense	\$2,580.00	\$169.01	7%	\$1,542.20	60%
4240-10 Travel and Transportation Travel expenses - employees	\$2,300.00	\$0.00	0%	\$0.00	+++
4240-20 Travel and Transportation Same day meal	\$0.00	\$0.00	+++	\$0.00	+++
4270-10 Printing and microfilming Printing	\$0.00	\$0.00	+++	\$0.00	+++
4270-20 Printing and microfilming Binding	\$320.00	\$0.00	0%	\$0.00	+++
4280-60 Insurance Malpractice	\$0.00	\$0.00	+++	\$0.00	+++
4290-60 Operating Leases and Rentals Buildings and grounds	\$1,200.00	\$1,200.00	100%	\$10,950.00	913%
4290-80 Operating Leases and Rentals Autos and trucks	\$5,000.00	\$0.00	0%	\$0.00	+++
4290-99 Operating Leases and Rentals Other	\$31,196.00	\$2,600.00	8%	\$23,725.00	76%
4300-20 Repair and maintenance Office equipment	\$0.00	\$0.00	+++	\$0.00	+++
4310-99 Aid to other governments Other	\$0.00	\$0.00	+++	\$0.00	+++
4330-10 Interest Registered warrants	\$0.00	\$0.00	+++	\$0.00	+++
4340-30 Miscellaneous Dues, memberships, subscriptions	\$200.00	\$0.00	0%	\$0.00	+++
4340-61 Miscellaneous Employee training	\$1,500.00	\$0.00	0%	\$0.00	+++
4340-70 Miscellaneous Use tax and assessments	\$300.00	\$0.00	0%	\$0.00	+++
4340-99 Miscellaneous Other	\$0.00	\$0.00	+++	\$0.00	+++
9995-00 Account in Error needs audit No account match on conversion	\$0.00	\$0.00	+++	\$0.00	+++
2 Operating Expenses Totals:	\$92,906.00	\$4,018.11	4%	\$36,665.24	39%
Account Classification: 6 Capital					
4540-50 Machinery and Equipment Data processing	\$0.00	\$0.00	+++	\$0.00	+++
6 Capital Totals:	\$0.00	\$0.00	+++	\$0.00	+++

Proforma Budget Report

Through Date: 8/10/2010

Account Number	Fiscal Year Amended Budget	Y.T.-D Amount	%Used	Proforma Amount	% Used
Fund: 1009 Rabies Control					
Department: 404 Health Totals:					
Fund Totals: Rabies Control	\$332,046.00	\$24,506.12	7%	\$223,618.27	67%
Grand Totals:	\$332,046.00	\$24,506.12	7%	\$223,618.27	67%

David Fletcher
Director

Judy Smith
Divisional Program Manager
for Community Services



Jendean Sartain
Deputy Director

Carolyn Haro
Divisional Program Manager
for Health

GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES

5515 S. Apache St. Suite 100, Globe, AZ 85501
(928) 425-3189

"Improving the Quality of Life for all Residents"

September 1, 2010

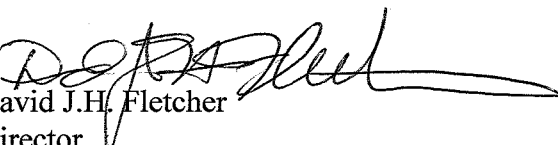
Arizona Companion Animals Spay and Neuter Committee
c/o Chairman Rodrigo Silva, MVZ, MPH
Assistant County Manager
Maricopa County
2500 S 27th Avenue
Phoenix, AZ 85009

Mr. Rodrigo Silva, MVZ, MPH:

This letter is to assure you that the \$9,940.00 requested in this application shall only be used for the specific purpose requested only.

The services provided by this fund will pay for 35 dog spays, 35 dog neuters, 35 cat spays, and 35 cat neuters.

Sincerely,


David J.H. Fletcher
Director
Gila County Division of Health and Community Services

Bio- Terrorism Prevention

Community Action

Environmental Health

GEST

Housing Rehabilitation

Nursing Services

Nutrition Services

Public Fiduciary

Rabies Control

REPAC

Section 8 Housing

Weatherization Program

Workforce Investment Act

Reasonable accommodations for persons with disabilities may be requested.
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for Health

GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES

5515 S. Apache St. Suite 100, Globe, AZ 85501
(928) 425-3189

"Improving the Quality of Life for all Residents"

Project Coordinator:

(To be published on the azpetplates.org web site.)

John Castaneda
Animal Regulations Enforcement Manager
(928) 402-8873
jccastaneda@co.gila.az.us

Bio- Terrorism Prevention	Community Action	Environmental Health	GEST
Housing Rehabilitation	Nursing Services	Nutrition Services	Public Fiduciary
Rabies Control	REPAC	Section 8 Housing	Weatherization Program
Workforce Investment Act			

Reasonable accommodations for persons with disabilities may be requested.
Countywide T.D.D. (928) 425-0839

Regular BOS Meeting

Date: 09/21/2010

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Valrie Bejarano, Public Works Division

Department: Public Works Division

Fiscal Year: FY 2010-2011 Budgeted?: Yes

Contract Dates - Begin & End: Sept. 21 thru Dec. 20, 2010

Grant?: No

Matching Requirement?: No Fund?: New

Presenter's Name: Steve Stratton

Information

Request/Subject

Professional G.P.S. Surveying Services for the Town of Star Valley

Background Information

There has never been a G.P.S. survey done of the Gila County area surrounding the Town of Star Valley and the data is important to County records.

Evaluation

n/a

Conclusion

It's pertinent the County have the G.P.S Survey information in order to have complete and accurate data for Tax Maps and the GIS Base systems.

Recommendation

The Gila County Assessor's Office recommends the Board's approval of Professional Services Contract 1005.221/8-2011.

Suggested Motion

Information/Discussion/Action to approve Professional Services Contract 1005.221/8-2011 between Gila County and Northstar Survey, Inc. (Surveyor) whereby the Surveyor will provide GPS surveying services for the Town of Star Valley G.P.S. project. **(Steve Stratton)**

Attachments

Link: Executive Summary

Link: Northstar Contract

**EXECUTIVE SUMMARY FORM
PROFESSIONAL SERVICE AGREEMENT**

Contract Name: Town of Star Valley G.P.S. Survey **Contract No.:** 1005.221/8-2011

Statement of Purpose and Need (3-5 Sentences)

For the Assessor's Office the surveyor, Northstar Surveying, Inc., will perform G.P.S. survey of a portion of the Town of Star Valley using control data provided by Gila County. Information will be utilized by the County for Tax Maps and GIS Base System.

Contract End Date: December 20, 2010

Renewal Option: ☐ Yes
☐ No

Maximum Dollar Limit: \$ 19,600.00

Contract Information

Firm Name: Northstar Surveying, Inc. **Contact Person:** John F. Davis

Address: 1100 N. Beeline Highway, Suite B **Phone No:** 928-474-9646

City: Payson **State:** AZ **Fax:** 928-472-9060 **Email:** northstar@cbiwireless.com

Fund: General

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Fund Code: 1005.221_4210.70

Special Notes:

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joe Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 1005.221/8-2011

TOWN OF STAR VALLEY G.P.S. SURVEY

THIS AGREEMENT, made and entered into this 21st day of September, **2010**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Northstar Surveying, Inc., of the City of Payson, County of Gila State of Arizona, hereinafter designated the Surveyor.

WITNESSETH: That the Surveyor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: Surveyor will perform G.P.S. survey of a portion of the Town of Star Valley per the drawing label Star Valley Northstar Planning and the Results of Survey of the Payson-Show Low Highway Lions Springs Section, S-260-b-800, performed by URS company, using the control data provided by the County.

Task I

The survey will consist of locating all existing monuments at the section, quarter (1/4) section corners and Homestead Entry Surveys corner positions. Surveyor will provide G.P.S. Data files for the County to use. All available Federal government survey plats and field notes will be researched and used in the field survey.

Task II

Surveyor will prepare four (4) to six (6), 24"x36" Results of Survey plats showing Section, H.E.S. and State Route 260 R-O-W lines available for client's use along with a seamless base drawing.

ARTICLE II – FEE SCHEDULE: Surveyor's fees for performing the above scope of services for this contract shall be:

Task I	=	Sixteen Thousand Six Hundred Dollars (\$16,600.00)
Task II	=	Three Thousand Dollars (\$3,000.00)

ARTICLE II – INDEMNIFICATION CLAUSE: Surveyor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Surveyor or any of its owners, officers, directors, agents, employees or subcontractors. 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 Surveyor 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Surveyor from and against any and all claims. It is agreed that the Surveyor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Surveyor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Surveyor for the County.

ARTICLE IV - INSURANCE REQUIREMENTS: Surveyor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Surveyor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Surveyor from liabilities that might arise out of the performance of the work under this contract by the Surveyor, his agents,

representatives, employees or subcontractors and Surveyor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Surveyor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Surveyor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$500,000
Annual Aggregate	\$1,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Surveyor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Surveyor even if those limits of liability are in excess of those required by this Contract.

- 2 The Surveyor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Surveyor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Hazel Dillon, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Surveyor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Surveyor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to Hazel Dillon, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time
- F. **SUBCONTRACTORS:** Surveyors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Surveyor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Surveyor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Surveyor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Surveyor shall further ensure that each subcontractor who performs any work for Surveyor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Surveyor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Surveyor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Surveyor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Surveyor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Surveyor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Surveyor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Surveyor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Surveyor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Surveyor shall be entitled to an extension of time, but not costs.

ARTICLE VI – SCHEDULE: Surveyor will begin work upon receipt of *Notice to Proceed* from the County and have project completed within ninety (90) days.

ARTICLE VII – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Surveyor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Surveyor. The Surveyor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE IX – ANTI-TERRORISM WARRANTY: Pursuant to **A.R.S. §35-397** the Surveyor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Surveyor shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Surveyor:

- a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Surveyor or any agent or representative of the Surveyor, to any officer or employee of the County.

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of \$19,600.00. Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Surveyor.

Compensation shall follow the guidelines of **A.R.S. §34-221**. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

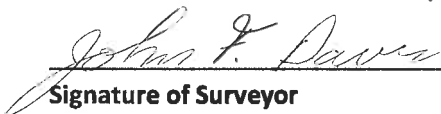
In return for the performance of the Contract by the Surveyor, the County agrees to pay the amount of not more than \$ 19,600.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 1005.221/8-2011
TOWN OF STAR VALLEY G.P.S. SURVEY**

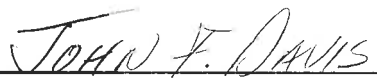
GILA COUNTY:

NORTHSTAR SURVEYING, INC:

GILA COUNTY BOARD OF SUPERVISORS


Signature of Surveyor

Michael A. Pastor, Chairman, Board of Supervisors


Print Name

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

**Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney**

Regular BOS Meeting

Date: 09/21/2010

Submitted For: Steve Stratton, Public Works Division Director
Submitted By: Valrie Bejarano, Public Works Division
Department: Public Works Division Division: Engineering
Fiscal Year: FY 2010-2011 Budgeted?: Yes
Contract Dates - Begin & End: September 21, 2010 to June 30, 2011
Grant?: No
Matching Requirement?: No Fund?: New
Presenter's Name: Steve Stratton

Information

Request/Subject

Professional Engineering Services for the Pine Creek Canyon Road Project.

Background Information

There are major drainage and road repair improvements needed on the Pine Creek Canyon Road located within an unincorporated area of Northern Gila County. This project originally began in 2003 but due to conflicts with right-of-way determinations and changes in project priorities it is just now moving forward.

Evaluation

n/a

Conclusion

The goal of this project is to correct drainage issues, reconstruct portions of the road and provide improved shoulders where possible. This will result in an increased level of safety and road "rideability" and enhance overall function of the roadway surface.

Recommendation

The Public Works Division recommends the Board's approval of Professional Engineering Services Contract 6510.526.REC04/8-2010.

Suggested Motion

Information/Discussion/Action to approve Professional Engineering Services Contract 6510.526.REC04/8-2010 between Gila County and C.L. Williams Consulting, Inc., whereby engineering services will be provided for the Pine Creek Canyon Road Project in the amount of \$68,382.00 from September 21, 2010, to June 30, 2011. **(Steve Stratton)**

Attachments

Link: Executive Summary

Link: CL Williams Contract

**EXECUTIVE SUMMARY FORM
PROFESSIONAL SERVICE AGREEMENT**

Contract Name: Pine Creek Canyon Road Project **Contract No.:** 6510.526.REC04/8-2010

Statement of Purpose and Need (3-5 Sentences)

Professional Engineering Services for the Pine Creek Road Reconstruction project. Roadway is in need of major drainage improvements and repair. Engineer will provide Data Collection, Drainage Design, Roadway Improvement Plan, Bid Document Specifications/Scope of Work, and Coordinate with utility companies.

Contract End Date: June 30, 2011

Renewal Option: ☐ **Yes**
☐ **No**

Maximum Dollar Limit: \$ 68,382

Contract Information

Firm Name: C.L. Williams Consulting, Inc. **Contact Person:** Chuck Williams

Address: 621 S. Hillside Lane **Phone No:** 928-367-2248

City: Pinetop **State:** AZ **Fax:** _____ **Email:** chuck@clwilliams.net

Fund: Engineering CIP ½ Cent Excise Tax

Type of Funds: ☐ **Restricted**
☐ **Grant**
☐ **General Fund**
☐ **Other**

Fund Code: 6510.341.526.000_4210.70

Special Notes:

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joe Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

GILA COUNTY

www.gilacountyaz.gov

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 6510.526.REC04/8-2010

PINE CREEK CANYON ROAD PROJECT

THIS AGREEMENT, made and entered into this 21st day of September, 2010, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and C.L. Williams Consulting, Inc. of the City of Pinetop, County of Navajo State of Arizona, hereinafter designated the **ENGINEER**.

WITNESSETH: That the **Engineer**, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The County has requested the Engineer prepare a scope of services to provide engineering services related to final roadway and major drainage improvements for Pine Creek Canyon Road located within the unincorporated area of Gila County know as Pine, Arizona.

The roadway typical section will consist of no less than a 22-foot wide paved surface with improved shoulders where possible. Gila County has been working on the right of way throughout the project and will present all electronic linework to the Engineer on award of the contract. The design speed for this project will be 35 miles per hour but may be less to reduce possible conflicts with the existing right of way. The posted speed limit will be 25 miles per hour. No new additional right of way will be obtained as part of this project. In accordance with County Roadway Design Standards the pavement section for this project will be 3"AC over 8" ABC. Geotechnical studies will not be performed for this

project. Hydrologic analyses performed during the 2003 study (see below) will be used for this project and will assume that revisions to the previous analysis are not required.

Project History

Evaluation of this roadway began during a 2003 study and entailed detailed right-of-way determination and conceptual level construction improvement plans for the entire roadway. During the 2003 project phase, roadway improvements considered two typical roadway sections: typical County rural collector and a modified section. Given the conflicts associated with the resulting right of way the County desires a new typical section to reduce potential conflicts. However, improvements must not extend (to the east) beyond the existing roadway prism. Given this added element design efforts will require greater detail and analysis as well as the associated effort when designed any driveway access improvements/adjustment/changes. Driveway access will be of critical concern as the existing relief of the area is mountainous and any adjustment to the main roadway grade can make for associated problematic driveway grades.

The limits of this project will commence at the intersection of SR 87 and Pine Creek Canyon Road and end just north of Trails End Drive. The length of this project is approximately 4,800 feet.

The previous contracts for this project were not completed due to County changes in project priorities.

Contract Timeline History

<u>Contract Date</u>	<u>Contract Amount</u>	<u>Change Order</u>	<u>Change Amount</u>
April 20, 2004	\$ 61,490.00	#1: September 28, 2004	\$ 18,000.00
		#2: February 13, 2007	\$ 56,542.00

Contract Totals = \$136,032.00

Expensed To Date = \$ 71,360.00

New Contract = \$ 68,382.00

The Engineer proposes to complete the Pine Creek Canyon Road Improvement Project in accordance with the Scope of Services included in this Contract.

TASK 1: Data Collection, Coordination and Meetings

The work under this task will include all necessary field reconnaissance to review any changes to the conditions existing during 2003 and today. Traffic counts will not be required for this project as the roadway typical section and design speed has been established by the County (e.g., county standards and staff direction).

Other data/information to be collected and reviewed, as provided by the County, are; aerial and topographic mapping if necessary and right of way linework/electronic file located on the same horizontal and vertical datum as that used for the aerial mapping.

Any necessary field survey data collection (locate surface features and subsurface utility systems via Bluestake methods, signing...etc.) will be provided by Gila County on written request of the Consultant.

Also included within this task are the following meetings:

1. Kickoff Meeting,
2. Up to (3) three Progress Meetings to discuss elements relative to this project (likely held at the 60- and 90-percent design level). The Progress Meetings may be held in Payson with a field visit afterward if necessary.

The Engineer Project Manager will attend all meetings and inform the County by telephone, fax or e-mail on progress relating to the project. E-mail correspondence will be followed by a letter informing the County concerning such matters that are of major and/or significant project elements. Additional meeting(s) including Public and/or BOS may be added by the County as an additional service if the County so desires. Utility coordination meetings are including within Task 5.

TASK 2: Drainage Design

No additional hydrologic analysis will be performed for this project. The previous analysis included estimates of the 25- and 100-year rainfall recurrence events. Only existing hydraulic structures (i.e., culverts) will be improved under this project. Where possible, culverts will be improved to pass the discharge resulting from the 25-year event and no greater than 12" overtopping the roadway during the 100-year event. Any improvements will be made considering the effect on downstream property to ensure that diversion(s) of existing runoff does not occur.

Improved culverts will consist of corrugated metal pipe with metal end sections. Where practicable, outlet erosion (riprap catch basin per HEC-14, 2006 edition) control systems will be included within this project.

TASK 3: Roadway Improvement Plans

Engineer will develop Construction Improvement Plans. Plan and profile sheets will be shown at a 1"=40' horizontal scale and 1"=4' vertical scale. Cross-section sheets for roadway improvements will be submitted for this project at 50 foot intervals or more frequently as determined by the Engineer. Intersection improvements, where necessary, will be shown within a plan view (grading sheets) scale of no greater than 1"=20' or other scale as determined by the Engineer or the County. There are currently about seven noted intersections within the project that may require special grading

consideration. The plans will also include details as necessary to complete the construction improvements. Detail sheets will include typical driveway and intersection treatment. However, non-typical treatment, if encountered, will be shown on each respective plan sheet or within a separate detail. Driveway and/or intersection solutions may extend outside the existing right of way, however, the improvements will be limited to within the existing right-of-way where practicable.

The plan and profile will show existing and proposed grade at the centerline of the design roadway alignment along with a super-elevation diagram.

Also included within this task will be signing and striping plans showing existing signing and any removals, relocations or new signing within or immediately outside of the project limits.

The typical roadway section for this project will be as directed by the County and may be modified during the design process (prior to the 90% design level). Where steeper slopes result, Engineer will evaluate the need for guardrail. Roadway cut slopes will be no steeper than 2:1 and embankment slopes no steeper than 3:1 but 4:1 preferable and where possible.

Potholing for utility systems are not included within this scope but may be added as an additional service if authorized by the County

Estimate of the sheets to be involved with plan set are:

1. Cover sheet; (1),
2. General Notes and Symbols sheet; (1),
3. Typical Section and Details sheets; (3-5),
4. Geometric sheet [1"=50'H]; (2),
5. Roadway Plan & Profile sheets [1"=40'H, 1"=4'V]; (5-6)
6. Signing and Striping sheet [1"=40'H]; (2), and
7. Roadway Cross Section sheets [1"=10'H, 1"=5'V]; (12-14).

TASK 4: Bid Documents

The Engineer will produce construction contract bidding documents using existing County Bidding "Boiler Plate" documents. The Engineer will develop necessary special provisions and technical specifications that will include items such as requiring the contractor to submit a traffic control plan to minimize interference with traffic during construction as this will likely be a major element of the project. The contractor will also be responsible for all other local, state and federal permits required. A storm water pollution prevention permit will be required by the ADEQ and therefore the contractor will be alerted to the need to prepare and submit the necessary permit for this element within the plans or specifications (the County will also be required to submit an NOI as the Owner of this project).

TASK 5: Utility Coordination

The Engineer will coordinate with all surrounding utility companies and supply them with reduced scale sets of preliminary plans for review and comment to insure that existing or future planned system conflicts are considered under this work. Any possible conflicts associated with the project such as relocation or removal either will be called out on the plans to be performed by the contractor or the affected utility company, as directed by the County. This task also includes sufficient time to review data obtained and to determine what, if any, conflicts would arise between the design and any existing or proposed utility systems/features. Any conflicts, if found to exist, will be resolved by each utility owner.

Also included within this task are the following meetings:

1. Up to (2) two Progress Meetings with utility owner representatives on-site to discuss elements and possible conflicts relative to this project (likely held at or just after the 60- and 90-percent design level is submitted to the County).

TASK 6: Progress Submittals, Estimates and Deliverables

Submittals will include one electronic submittal to the County and one set of prints to known utility companies for each submittal:

- **Initial Design Submittal (60% Design Level)**
 - Existing topography
 - Preliminary line and grade of roadway and drainage systems
 - Notable conflicts with right of way and/or utility system elements.
 - Existing right-of-way (linework provided to Engineer by the County)
 - Preliminary new right-of-way, if necessary
- **Pre-Final Plan Submittal (90% Design Level)**
 - 90% Level Design Plans
 - Revised line and grade of roadway and/or drainage systems
 - Preliminary Detail Sheets
 - Preliminary Construction Notes
 - Preliminary Construction Cost Estimate
 - Preliminary Contract Documents (may be submitted prior to this submittal stage)
- **Final Plan Submittal (100% Level)**
 - Final Excavation Plan
 - Final Construction Cost Estimate
 - Final Contract Documents

The final submittal will consist of: one reproducible (1) copy of the 24"x36" Final Construction Improvement Plan, one (1) sealed copy of the Final Construction Cost Estimate, and one master copy of the Contract Bidding Document (all copies to be done by Gila County).

TASK 7: Bidding Assistance

The Engineer shall provide assistance with the following post-design items.

- Preparation of Bid Addendum(s)
- Pre-bid meeting attendance,
- Bid tabulation and analysis,
- Bid Recommendation,
- Pre-Construction Meeting attendance and,
- Up to two (2) on-site progress meetings during construction.

Assumptions Used in Developing Scope of Work

The following assumptions were used by the Engineering to develop the above scope of this project.

1. Topography, in an AutoCAD 2004 3D format, including all necessary planimetrics and other aerial mapping products will be provided to the Engineer by the County if the previously developed 2003 product is found to have sufficient errors as determined by the County.
2. Attempts to contact an individual utility owner, for the purposes of determining what, if any, conflicts may exist between the proposed improvements and existing utility systems, will be limited to twice per week for no more than two weeks. Thereafter, the County will coordinate and obtain the necessary information from a given utility owner.
3. Geotechnical investigation is not required to be undertaken. Rock excavation or special removal and/or construction techniques will assume to not be required for this project.
4. Right of way information including the location of any property or construction benchmark monumentation will be provided to the Engineer by the County.
5. The location of utility systems within the study area, including any bluestake markings to be coordinated by County staff, will be provided to the Engineer by the County.
6. Floodplain and/or additional hydrologic analyses are not required.
7. The design vehicle to be used for roadway analysis and design will be a standard HS-20 type truck (i.e., heavy truck type) unless otherwise directed by the County.
8. The design of any utility relocation is not required.
9. Construction Management and other post design services (not listed within Task 7) such as major changes to the plans or bid document are not required. Minor changes to the plans that would occur during the bidding process are included within the fee. Additional post design services beyond those detailed within this proposal may be provided to the County as an additional service if desired.
10. All necessary environmental, FEMA, SHPO, ADEQ, EPA, U.S. Army of Corps...etc. permitting, planning and coordination will not be required of the Engineer for this project.

ARTICLE II – SCHEDULE & FEES: Upon receipt of the Notice to Proceed and all requested information (see Task 1 and assumptions) to be provided to the Engineer by the County, it is anticipated that completion of this study will take 120 calendar days, assuming a 14-calendar day agency/utility review period (including discussion meeting with County staff) for the 60-percent and 90-percent submittals. The estimated time from the NTP to the 60-percent submittal is approximately 45-60 calendar days.

Engineers Professional Fee Schedule for the tasks outlined in the Scope of Services is as follows:

Task Number	Task Description	Fee
1	Data Collection, Coordination and Meetings	\$6,350
2	Drainage Design	\$9,060
3	Roadway Improvement Plans	\$42,190
4	Bid Documents	\$2,020
5	Utility Coordination	\$2,200
6	Progress Submittals, Estimates and Deliverables	\$2,502
7	Post Design Services	\$4,060
Total.		\$68,382

Contract term shall be in effect from date approved by Board of Supervisors until June 30, 2011.

ARTICLE III – INDEMNIFICATION CLAUSE: Engineer shall indemnify, defend, save and hold harmless the County of Gila and its 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 Engineer or any of its owners, officers, directors, agents, employees or subcontractors. 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 Engineer 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 Engineer from and against any and all claims. It is agreed that the Engineer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Engineer agrees to waive all rights of subrogation

against the County, its officers, officials, agents and employees for losses arising from the work performed by the Engineer for the County.

ARTICLE IV - INSURANCE REQUIREMENTS: Engineer and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Engineer from liabilities that might arise out of the performance of the work under this contract by the Engineer, his agents, representatives, employees or subcontractors and Engineer is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Engineer shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Engineer**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Engineer warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Engineer even if those limits of liability are in excess of those required by this Contract.
 2. The Engineer's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Engineer shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Engineer from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Engineer shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right

to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Engineers' certificate(s) shall include all subcontractors as additional insured's under its policies or Engineer shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Engineer's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Engineer shall further ensure that each subcontractor who performs any work for Engineer under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Engineer and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Engineer's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Engineer to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Engineer shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Engineer approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Engineer shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Engineer. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Engineer's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Engineer shall be entitled to an extension of time, but not costs.

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Engineer shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Engineer. The Engineer shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Engineer certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Engineer shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Engineer:

- a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County.

Compensation shall follow the guidelines of A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Engineer, the County agrees to pay the amount of not more than \$ 68,382.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 6510.526.REC04/8-2010
PINE CREEK CANYON ROAD PROJECT**

GILA COUNTY:

C.L. WILLIAMS CONSULTING, INC.

GILA COUNTY BOARD OF SUPERVISORS


Signature of Engineer

Michael A. Pastor, Chairman, Board of Supervisors



Charles L. Williams

Print Name

ATTEST

Marian Shepherd, Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Regular BOS Meeting

Date: 09/21/2010

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name: Marian Sheppard

Information

Request/Subject

The Strawberry Bear Liquor License Application.

Background Information

Lisa Ann Bramoff is requesting the transfer of a Series 6 bar license for the operation of The Strawberry Bear, a restaurant and bar located in Strawberry, Arizona, of which the license is currently owned by Kathryn Lynn Waters, Agent, for Waters Food Services, LLC. This license is currently on inactive status.

Evaluation

The application was submitted correctly and it was posted at the premises by the Sheriff's Office for 20 days as required by law. An internal review was conducted by the Planning and Zoning Department and the Health Department with no resulting pending issues with regard to building permits and health permits.

Conclusion

As is the case with any liquor license application, the local governing body is responsible for conducting its own process with regard to the application in order to render a recommendation of approval, disapproval or a "no recommendation" decision to the State Department of Liquor Licenses and Control of which that State Board has final approval of the application.

Recommendation

The Chief Deputy Clerk recommends the Board's approval recommendation to the State Department of Liquor Licenses and Control.

Suggested Motion

Information/Discussion/Action to approve Order No. LL-10-04, an application submitted by Lisa Bramoff for a person to person transfer of a Series 6 bar license at The Strawberry Bear located in Strawberry, Arizona. (**Marian Sheppard**)

Attachments

Link: The Strawberry Bear Liquor License Application

LIQUOR LICENSE APPLICATION CHECKLIST

DATE REC'D. AT BOS OFFICE: August 9, 2010

NAME OF ESTABLISHMENT: The Strawberry Bear

COUNTY NUMBER: LL 10-04

DATE	
8/9/10 SE	County number assigned in database
8/9/10 SE	County number written on top right hand corner of application & questionnaire
8/9/10 SE	Letters sent to: 1. Sheriff's office w/copy of Application/Questionnaire/Notice/Affidavit of Posting 2. Planning & Zoning w/copy of Application/Questionnaire 3. Health Dept. re: health operating permits (info. only)
9-8-10 9-8-10 8-16-10	Letters received from: 1. Sheriff's Office - Board packet page nos. _____ - _____ 2. Planning & Zoning - Board packet page no. _____ 3. Health Department - Board packet page no. _____
	Set as BOS agenda item w/required backup material
	Applicant informed of BOS meeting date and time
	Applicant sent written notification of Board's decision
	State Dept. of Liquor Licenses & Control sent written notification of Board's decision w/copy of Application/Questionnaire and original Affidavit of Posting Notice
	File all material in Liquor License File

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF _____ STATE APPLICATION # 06040003

COUNTY OF Sila, ARIZONA: CITY/TOWN/COUNTY # _____

ORDER # 10-04

At a regular meeting of the Board of Supervisors of the City/Town/County
 (Regular or Special) (Governing Body)

of Sila held on the 21st day of September, 2010 the
 (Day) (Month) (Year)

application of Lisa Bramoff for a license to sell spirituous liquors at

the premises described in Application # 06040003, License Class Series 16 was
 considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of Lisa Bramoff for the Strawberry Bear
 is hereby recommended for _____
 (approval/disapproval)

a license to sell spirituous liquors of the class, and in the manner designated in the Application.

IT IS FURTHER ORDERED that a Certified Copy of this Order be immediately transmitted to the
 Department of Liquor Licenses and Control, Licensing Division, Phoenix, Arizona.

 CITY/TOWN/COUNTY CLERK

DATED AT _____

This _____ day of _____
 (Day) (Month) (Year)

* Disabled individuals requiring special accommodations please call the Department

Thomas H. Melcher
Chief Deputy



James A. Eskew
Jail Commander

Office of
Sheriff of Gila County
John R. Armer

September 6, 2010
Gila County Sheriff's Office

Please direct the deputy to immediately notify Nancy Neumann at the Globe Sheriff's Office of the posting date. Nancy can be reached at (928) 402-8579.

After the 20-day period has ended, I would appreciate the Notice being taken down as quickly as possible. (Note: The Notice must be taken down on the 21st day or after not the 20th day.) Upon removal of the Notice and Application, the deputy should complete the Affidavit of Posting Form and all of the paperwork should immediately be sent to Ms. Davis who will record the removal date and then forward to me all paperwork including this letter signed by the Sheriff.

I can be contacted at (928) 425-3231 ext. 8757 if you have questions.

THE APPLICATION FOR THE LIQUOR LICENSE AND NOTICE WERE POSTED AT THE ADDRESS LISTED FOR A PERIOD OF TWENTY DAYS AS REQUIRED BY LAW.

SIGNED: _____

John R. Armer
Sheriff John R. Armer

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: 8/12/10 Date of Posting Removal: 09-02-10

Applicant Name: Bramoff, Lisa A
Last First Middle

Business Address: 120 Balls Drive, Strawberry, Az 85544
Street City Zip

License #: 06040003

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.

DEPUTY M. HILL

Print Name of City/County Official

DEPUTY SHERIFF

Title

ON FILE

Telephone #

M Hill

Signature

8/12/10

Date Signed

Return this affidavit with your recommendation (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 special accommodations please call (602) 542-9027

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcDaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: August 9, 2010

TO: Gila County Community Development Department

FROM: Marian Sheppard, Chief Deputy Clerk of the Board

SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on August 4, 2010. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date**. Attached is a copy of the application and questionnaire(s) pertaining to the following:

Applicant: Lisa A. Bramoff
No./Type: #6 - Bar License - Person Transfer
Business Name: The Strawberry Bear
Location: 120 Ralls Drive, Strawberry, AZ 85544
Current License Owner: Kathryn L. Waters
Location of License: saa

Please indicate (below) whether this application meets zoning requirements and building permit issues/concerns related to this business, return as soon as possible.

THIS ESTABLISHMENT DOES/DOES NOT MEET THE ZONING REQUIREMENTS FOR A LIQUOR LICENSE.

☒ No pending issues

Issues pending, as follows: _____

Signed: _____

Bob Gould, Director

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcDaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: August 9, 2010
TO: Gila County Health Department
FROM: Marian Sheppard, Chief Deputy Clerk of the Board
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on August 4, 2010. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date.**

Applicant: Lisa A. Bramoff
No./Type: #6 - Bar License - Person Transfer
Business Name: The Strawberry Bear
Location: 120 Ralls Drive, Strawberry, AZ 85544
Current License Owner: Kathryn L. Waters
Location of License: saa

Please indicate (below) if there are permitting issues or concerns within your department that are related to this business and return to me as soon as possible.

☒ No pending issues.

Issues pending, as follows:

Signed: Michael Nelson

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

LL-10-04

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ INTERIM PERMIT *Complete Section 5*
☐ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
☒ PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
☒ INDIVIDUAL *Complete Section 6*
☐ PARTNERSHIP *Complete Section 6*
☐ CORPORATION *Complete Section 7*
☐ LIMITED LIABILITY CO. *Complete Section 7*
☐ CLUB *Complete Section 8*
☐ GOVERNMENT *Complete Section 10*
☐ TRUST *Complete Section 6*
☐ OTHER Explain

SECTION 3 Type of license and fees

LICENSE #: 06040003

1. Type of License: CLASS #6

2. Total fees attached: \$

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.**SECTION 4** Applicant

1. Owner/Agent's Name: Mr. Ms. BRAMOFF LISA ANN

Last

First

Middle

2. Corp./Partnership/L.L.C.:

(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: THE STRAWBERRY BEAR B1001585

(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 120 RALLS DR. STRAWBERRY GILA 85544

(Do not use PO Box Number)

City

County

Zip

5. Business Phone: 928-476-5832 Daytime Contact: 928-476-5832

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: HE 1 BOX 262 STRAWBERRY ARIZ. 85544

City

State

Zip

8. Enter the amount paid for a bar, beer and wine, or liquor store license \$ 1.00 TRANSFER Price of License only)

DEPARTMENT USE ONLY

Fees:

Application 100

Interim Permit

Agent Change

Club

Finger Prints \$ 24

TOTAL OF ALL FEES 124

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: J.W. Date: 8-4-10 Lic. # 06040003

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X _____
(Signature)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____
Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
BRAMOFF	LISA	ANN	100%	HC 1 Box 262 STRAWBERRY AZ.	85544

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☒ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- ☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*
☐ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No.: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. Non-profit? ☐ YES ☐ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: WATERS KATHRYN LYNN Entity: owner ^{Agent}
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: WATERS FOOD SERVICES LLC
(Exactly as it appears on license)
3. Current Business Name: MCGOLLON STEAK HOUSE & LOUNGE
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 120 RALLS DRIVE
City, State, Zip STRAWBERRY ARIZ. 85544
5. License Type: CLASS #6 License Number: 06040003
6. Current Mailing Address: Street KIMMY JO CHALFONT 5321 S DAHLIN RD
(Other than business) City, State, Zip PRESCOTT ARIZ. 86303

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☒ YES ☐ NO
8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☒ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

9. SEE ATTACHED BILLOF SALE hereby authorize the department to process this application to transfer the
(print full name) privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name) STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ day of _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06040003

Issue Date: 10/3/2008

Expiration Date: 6/30/2011

Issued To:

KATHRYN LYNN WATERS, Agent
WATERS FOOD SERVICES LLC, Owner

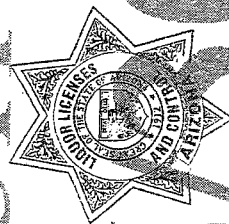
Bar

Mailing Address:

KATHRYN LYNN WATERS
WATERS FOOD SERVICES LLC
MOGOLLON STEAK HOUSE & LOUNGE
ATTN KIMEY JO CHALFONT
5321'S DAHLIN RD
PRESCOTT, AZ 86303

Location:

MOGOLLON STEAK HOUSE & LOUNGE
120 RALLS DR
STRAWBERRY, AZ 85544



EXP 6/30/2011

POST THIS LICENSE IN A CONSPICUOUS PLACE

JERRICA A. OLIVER, SR.
DIRECTOR

Jerrica A. Oliver Sr.

10 AUG 3 11:47 AM 199

10 JUL 20 11:47 AM 151

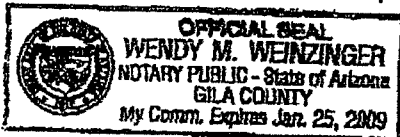
BILL OF SALE

I, Kathryn Lynn Waters, of Waters Food Services, LLC, in the County of Gila, State of Arizona, in consideration of One Dollar, (\$1.00), to be paid by Kimberly Chalfont, of The Chalfont Family Trust, the receipt of which is hereby acknowledged, do hereby grant, sell, transfer and deliver unto Kimberly Chalfont the following:

The Arizona Class 6 Liquor License, currently in an inactive status
And held by Waters Food Services, LLC.

Kathryn Lynn Waters
Kathryn Lynn Waters

1/20/09
Date



Wendy M. Weinzinger
1-20-2009

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY) JUL 20 1997 PM 1 51

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

- Current Business: Name _____
(Exactly as it appears on license) Address _____
- New Business: Name _____
(Physical Street Location) Address _____
- License Type: _____ License Number: _____
- What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- Restaurant license (§ 4-205.02)
- Hotel/motel license (§ 4-205.01)
- Government license (§ 4-205.03)
- Fenced playing area of a golf course (§ 4-207 (B)(5))

- Distance to nearest school: 2 miles Name of school PINE ELEMENTARY SCHOOL
Address 20 3868 N PINE CR. DR. City, State, Zip PINE, ARIZ. 85544
- Distance to nearest church: 1 mile Name of church STRAWBERRY CHAPEL
Address 20 8579 FOSSIL CRK RD. City, State, Zip STRAWBERRY AZ. 85544
- I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
- If the premises is leased give lessors: Name _____
Address _____
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ____ yrs. ____ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
- What is the total business indebtedness for this license/location excluding the lease? \$ NONE 20
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- What type of business will this license be used for (be specific)? RESTAURANT W/ SMALL LOUNGE + BAR

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year? 10 JUL 20 11:47 PM 151
☐ YES ☒ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☒ YES ☒ NO If yes, give license number and licensee's name:

License # 06040003 (exactly as it appears on license) Name KATHRYN LYNN WATERS

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☐ NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
 Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

 applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

 applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☐ NO
 If yes, what is your estimated opening date? OCT-30-2010
 month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

ZB
 applicants initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

Diagram Attached

SECTION 16 Signature Block

I, LISA ANN BRAMOFF, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Lise C. Bramoff
(signature of applicant listed in Section 4, Question 1)
Lise C. Bramoff

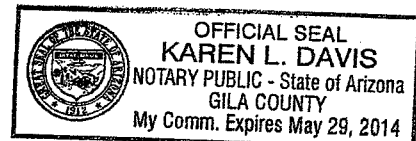
State of Arizona County of Gila

The foregoing instrument was acknowledged before me this

19th of July, 2010
Day Month Year

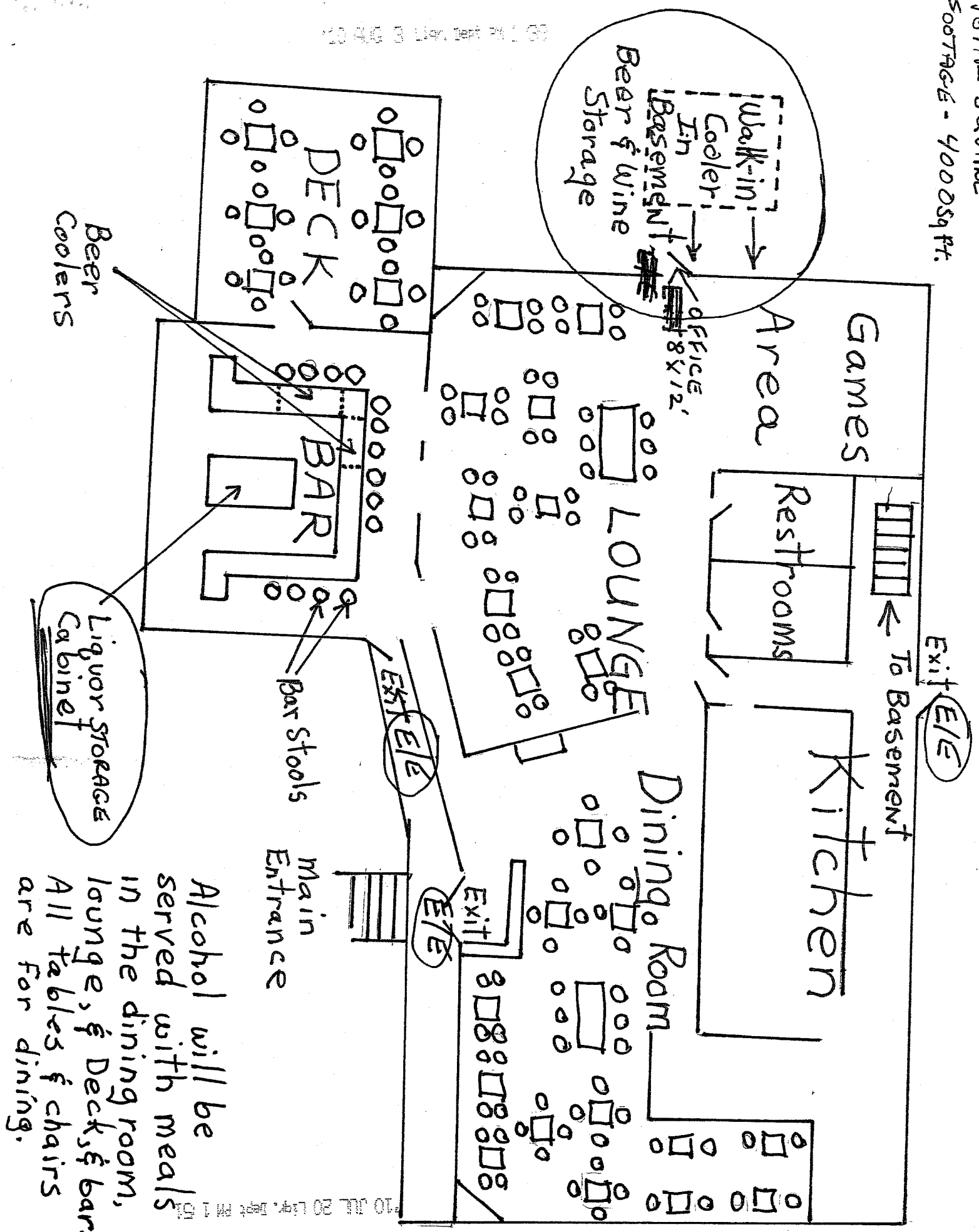
My commission expires on: 05/29/2014
Day Month Year

Karen L. Davis
signature of NOTARY PUBLIC



TOTAL SURFACE
500766 - 400059 FT.

20 JUL 80 14:27 PM 1 01



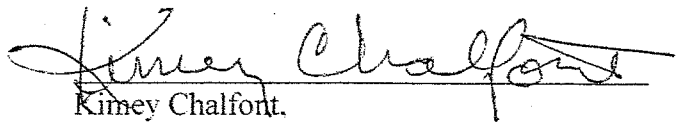
Alcohol will be served with meals in the dining room, lounge, & Deck, & bar. All tables & chairs are for dining.

20 JUL 80 14:27 PM 1 01

BILL OF SALE AND ASSIGNMENT

Seller, Kimey Chalfont, Trustee of the Chalfont Family Trust, does hereby irrevocably sell, assign, transfer and set over to Buyer, Lisa A. Bramoff, a married woman dealing with her sole and separate property, one certain Class 6 Liquor License No.6040003 issued by the Department of Liquor Licenses and Control of the State of Arizona.

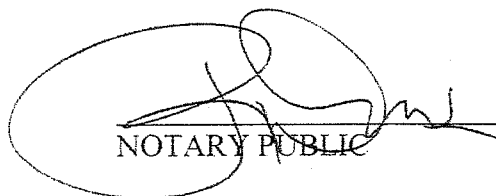
IN WITNESS WHEREOF, Seller has signed this Bill of Sale and Assignment effective the 12th day of July, 2010.


Kimey Chalfont,
In her capacity as Trustee
of the Chalfont Family Trust

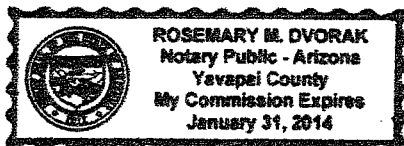
STATE OF ARIZONA)
)ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 12 day of July, 2010 by Kimey Chalfont, Trustee of the Chalfont Family Trust.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

My Commission Expires:



Regular BOS Meeting

Date: 09/21/2010

Submitted For: Barbara Valencia, WIA Program Coordinator

Submitted By: Barbara Valencia, Health & Community Services Division

Department: Health & Community Services Division

Division: Community Services Department

Fiscal Year: Program Year 2010 - Fiscal Year 2011

Budgeted?: Yes

Contract Dates - Begin & End: April 1, 2010 - June 30, 2013

Grant?: Yes

Matching Requirement?: No

Fund?: Renewal

Presenter's Name:

Information

Request/Subject

Intergovernmental Agreement (IGA) between the Arizona Department of Economic Security and Gila County Board of Supervisors

Background Information

Under Title 1 of the Workforce Investment Act (WIA) the workforce investment system provides the framework for delivery of workforce investment activities to individuals who need those services, including job seekers, dislocated workers, youth, incumbent workers, veterans, persons with disabilities, and employers. Each state in accordance with WIA shall designate a local workforce investment area to oversee the One-Stop service delivery system. This agreement has been in place for many years.

Evaluation

The Gila/Pinal Workforce Investment Area is to provide Workforce Investment Act (WIA) Title 1B services to eligible youth, adults and dislocated workers throughout the Gila/Pinal area. These services will be provided in accordance with Federal and State regulations and the most current Gila/Pinal Plan.

The contract reimbursement maximum for all services provided during the term of the contract is:

Adult - \$642,076

Youth - \$595,639

Dislocated Workers - \$1,393,493

Total Contract - \$2,631,208

Conclusion

The contract reimbursement maximum for all services (adult, youth, dislocated workers) provided during the term of the contract shall not exceed \$2,631,208.

The term of this Agreement shall have an effective date of April 1, 2010, and shall end on June 30, 2013.

Recommendation

Recommendation is to approve the Intergovernmental Agreement (IGA) between the Arizona Department of Economic Security and Gila County Board of Supervisors in the amount of \$2,632,208 (Adult - \$642,076, Youth - \$595,639, Dislocated Worker - \$1,393,492) to provide Workforce Investment Act services to eligible Youth, Adults and Dislocated Workers in the Gila/Pinal Local Workforce Investment Area.

Suggested Motion

Approval of an Intergovernmental Agreement (ADES Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors in the amount of \$2,632,208 (Adult - \$642,076, Youth - \$595,639, Dislocated Worker - \$1,393,492) to provide Workforce Investment Act services to eligible Youth, Adults and Dislocated Workers in the Gila/Pinal Local Workforce Investment Area for the period April 1, 2010, through June 30, 2013.

Attachments

Link: [WIA Agreement](#)


DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN
THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY
AND
GILA COUNTY BOARD OF SUPERVISORS**

Contract is between the Arizona Department of Economic Security ("ADES") and the Gila County Board of Supervisors (Contractor).

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S. §11-952 and,

WHEREAS the Department and Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

By signing this form on behalf of the contractor, the signatory certifies he/she has the authority to bind the contractor to this contract.

**FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY**

**FOR AND ON BEHALF OF THE GILA COUNTY
BOARD OF SUPERVISORS**

Procurement Officer Signature

Signature

Elizabeth G. Csaki, CPPB
Printed Name

Michael A. Pastor
Printed Name

Professional Services Unit Manager
Title

Chairman of the Board of Supervisors
Title

Date

Date

ADES Contract DE111006001

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self-sufficiency of children, adults, and families.

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), hereinafter called "ADES", and the Gila County Board of Supervisors hereinafter called the "Contractor".

3.0 TERM OF AGREEMENT

3.1 Term

The term of this Agreement shall have an effective date of April 1, 2010 and shall end on June 30, 2013, unless otherwise agreed upon by both parties in writing.

3.2. Extension

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.3. Termination

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

3.3.2.1 It is mutually agreed however that, prior to the termination of this Agreement, reasonable efforts shall be made to discuss options for preserving this Agreement, including amendments if necessary. The ADES reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the ADES without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the ADES. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ADES upon demand. The Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

4.0 PURPOSE OF AGREEMENT

4.1 The purpose of this agreement is to provide Workforce Investment Act (WIA) Title 1B services to eligible Youth, Adults, and Dislocated Workers throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan

5.0 DEFINITIONS

5.1 "Department" means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

5.2 "DW" means Dislocated Worker

6.0 MANNER OF FINANCING

6.1 Compensation

6.2 The contract reimbursement maximum for all services provided during the term of the contract and /or for the term specified above shall be \$ 2,631,208.

The contract reimbursement maximum per program and funding period is as follows;

PY10 ADMIN	\$ (Youth \$ 59,564, Adult \$ 11,146, DW \$ 33,086)
FY11 ADMIN	\$ (Adult \$ 53,061, DW \$ 87,888)
PY10 YOUTH	\$ 536,075
PY10 ADULT	\$ 100,318
FY11 ADULT	\$ 477,551
PY10 Dislocated Worker	\$ 297,781
FY11 Dislocated Worker	\$ 790,999

PY10 Rapid Response \$ 50,253

FY11 Rapid Response \$ 133,486

6.3 Period of Availability for Expenditure of WIA Funds

The Contractor agrees that Pursuant to 20 CFR 667.107 Funds allocated by a State to a local area under subpart- A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in the two-year period, described in paragraph (b) (1) of section 128 (b) and 133(b) of the Federal Register shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year within the two-year period.

All final expenditure reports and cash draw requests for the Local Area Formula Funds must be submitted by August 15, 2012. No extensions shall be granted to the requirement to submit the final expenditure and cash draw requests.

Any Set-Aside funds allocated under this agreement shall be available from the date of the amendment allocating such funds through April 30, 2013. All funds must be fully expended by April 30, 2013. No extension shall be granted to this date. Any funds remaining unencumbered or unexpended on April 30, 2013 shall revert to the State. All final expenditure reports and cash draw requests for any Set-Aside funds received under this agreement must be submitted by May 29, 2013. No extension shall be granted to the requirement to submit the final expenditure and cash draw requests.

6.4 Notwithstanding the contract reimbursement maximum established in paragraph 6.2 above the level of Compensation under this Contract shall not, at any time, exceed the current obligation authority of the Contractor.

6.5 Upon receipt of obligation authority by ADES from the U.S. Department of Labor/Employment and Training Administration (DOL/ETA), ADES shall issue a notice of Obligation Authority to the Contractor.

6.6 Availability of Funds for the Current State Fiscal Year

6.6.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

- a) Reduce payments or units authorized;
- b) Accept a decrease in price offered by the contractor;
- c) Cancel the Contract;
- d) Cancel the contract and re-write the requirements.

6.6.2 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment

6.7 Availability of Funds for the Next Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the ADES at the end of the period for which funds are available

6.7.1 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

6.8 Rescission of Funds

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from a Contractor(s) who may hold one or more Contracts for services funded under the specified Federal Funding Source, the State may take action in the following sequence;

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from unexpended funds from the designated current period(s) of time.
3. Decrease the required amount of funds from funds from a designated future period(s) of time.

7.0 SERVICE DESCRIPTION

Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment.

Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the following:

7.1 Core Services

7.2 The determination of WIA eligibility; outreach, intake and orientation to the One-Stop system. The initial assessment of skill levels aptitudes, abilities, and support service needs for individuals and job search and placement assistance. The utilization of the provision of employment and labor market information including job vacancy listings and the provision of performance information and program costs on eligible providers of training services. The information on local performance and information on availability of supportive services in the local area and referrals as appropriate. Information on filing claims for unemployment insurance compensation; and assistance in establishing eligibility for programs of financial aid assistance for training and education programs; and follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than 12 months after the first day of employment.

7.3 **Intensive Services** comprehensive and specialized assessments of skill levels and service needs; development of an individual employment plan identifying employment goals, appropriate objectives and combination of services to achieve employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services; and short term prevocational services to prepare individuals for unsubsidized employment or training.

7.4 **Training Services** occupational skills training; on-the-job training; programs combining workplace training with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training conducted by an employer or group of employers.

7.5 **Rapid Response Activities** provided to Dislocated Workers upon notification of a pending layoff or plant closure to inform them of available WIA Title 1B services and other services available in the community to assist them in transitioning from the layoff employer to other employment or training opportunities.

7.6 **Youth Services** will be provided to WIA Title 1B eligible youth, ages 14-21 that are either in school or out-of-school. Services will be identified on an individual basis to meet the needs of each youth, and may include: tutoring; study skills training and instruction leading to completion of secondary school; including dropout prevention strategies; alternative secondary school services; summer employment opportunities that are directly linked to academic and occupational learning; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12 months after the completion of participation; and comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

7.7 **The expenditures for all programs will comply with** Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

8.0 RESPONSIBILITIES

8.1 **The ADES and the Contractor agree as follows:**

8.2 **The Contractor shall:** provide Workforce Investment Act (WIA) Title 1B services to eligible Youth, Adults, and Dislocated Workers throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

8.2.1 The Contractor shall meet all negotiated performance levels for all performance measures contained in the Contractor's Local Area Plan. Failure to meet any of the performance measures contained in the Local Area Plan will result in the Department issuing a Demand for Assurance which will require a written corrective action plan from the Contractor

8.2.2 Failure to complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by the Department shall result in the immediate suspension of the Contractor's authority to request payment under this contract. Such authority shall not be reinstated until the Contractor

submits, and the Department approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed.

- 8.2.3 If the Contractor does not comply with the approved Demand for Assurance response, the Department will proceed with remedies outlined in Section 19.0 up to and including sanctions.
- 8.2.4 If the Contractor fails the same performance measure in two consecutive years, the Department may impose sanctions up to and including withholding of WIA Title I B funding as outlined in Section 19.0.

8.3 **Confidentiality**

The Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to ADES and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

8.4 **Monitoring**

The Department will monitor the Contractor and /or subcontractor(s) and they shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Contractor must conduct regular oversight and monitoring of its WIA activities and those of its sub recipients in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

9.0 **REPORTING REQUIREMENTS**

- 9.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: No later than the 30th day following each month during the contract term, the Contractor shall submit financial reports to ADES in the form set forth within the contract.
- 9.2 Failure to submit accurate and complete reports by the 30th day following the end of a month may result, at the option of ADES, in retention of payment. Failure to provide such report within 30 days following the end of a month may result, at the option of ADES, in a forfeiture of such payment. The "ONLY" acceptable form to report all programs accrued expenditures is the "Contractor Accrued Expenditure and Cash Reimbursement Report."
- 9.3 No later than the 30th calendar day following the termination date of the Contract, Contractor shall submit to ADES a financial closeout packet. No later than the 30th calendar day after receipt of the Quality Assurance Report, the Contractor shall submit a response, which fully addresses each finding and recommendation. Concurrence or reason for nonoccurrence must be fully stated in the response.

9.4 **The Contractor shall provide to ADES the following reports:**

- a. **ATTACHMENT C: MONTHLY- ACCRUED EXPENDITURE REPORT & CASH REIMBURSEMENT REPORT** (Official Excel document is available from contact information located in Section 9.5)

- 9.5 Reports shall be sent to:
AZ Department of Economic Security
ATTN: WIA Fiscal Compliance Unit
Site Code 920Z
1789 W. Jefferson Street
Phoenix, AZ 85007

10.0 **PAYMENT REQUIREMENTS**

- 10.1 Contractor Request for Funds & Disbursement Reports (request for reimbursement) shall be submitted by the 15th day of the month following the month services were provided.
- 10.2 Contractor Request for Funds & Disbursement Reports shall be submitted to:
AZ Department of Economic Security
ATTN: WIA Fiscal Compliance Unit
Site Code: 920Z
1789 W. Jefferson Street
Phoenix, AZ 85007

11.0 **NOTICES**

- 11.1 All notices to the Contractor regarding this agreement shall be sent to the following address:
The Gila County Board of Supervisors
ATTN: Barbara Valencia, Program Manager
Community Services Division
5515 South Apache Avenue

11.2 All notices to ADES regarding this agreement shall be sent to the following address:

AZ Department of Economic Security
ATTN: WIA Fiscal Compliance Unit
Site Code: 920Z
1789 W. Jefferson Street
Phoenix, AZ 85007

11.3 All notices shall reference the contract number. The Contractor shall give written notice to ADES of any changes to the following, and a written Amendment to the contract shall not be necessary:

- a. Change of telephone number.
- b. Change in authorized signatory or his/her designee.
- c. Change in the name and /or address of the person to whom notices are to be sent.

12.0 DISPOSITION OF PROPERTY

12.1 Transfer/Surplus of Equipment with a Property Value under \$5,000

For expendable tangible property with a purchase value of less than \$5,000, Contractor and/or service providers may retain, sell or dispose of the property. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIA Section record retention requirements and WIA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIA programs or divided in accordance with terms of local agency cost sharing agreement.

12.2 Calculation of "Fair Market" Value

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

12.3 Property Records Retention

All property records must be maintained from date of acquisition, through final disposition. The Contractor and/or service providers must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expiration of the three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

12.4 Inventory Records

The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$500 to \$4,999.99), and non-expendable leased/ purchased equipment over \$5,000 with WIA funds. Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date
- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor and/or service providers are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$500 to the EA/WIA Section, Fiscal Manager by August 1 of each year.

12.5 Prior Approval Equipment with a Property Value over \$5,000

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor and/or service provider must complete a "WIA Pre-Approval of Equipment & Vehicles Over \$5,000 Questionnaire" form that must be signed by the Contractor Director or Designee.

- a.) The signed form must be forwarded to the EA/WIA Section, Fiscal Manager for review, approval or disapproval action.
- b.) When an approval decision is rendered, the EA/WIA Section Fiscal Manager will return the signed questionnaire to the Contractor Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.
- c.) When a decline decision is rendered, the EA/WIA Section, Fiscal Manager will specify the reason for disapproval and return the signed questionnaire to the LWIA Director. The LWIA may appeal this decision to the EA/WIA Section Manager.

13.0 PERSONAL USE OF CONTRACTS PROHIBITED

This Contract shall only be made available to ADES, its agencies and members of its purchasing cooperative. Private individuals, government employees and public officials shall not purchase materials or services for their own personal or business use from contracts entered into by the state unless authorized in writing by the director. The determination shall state how the purchase will further the interests of the state.

14.0 THIRD-PARTY ANTITRUST VIOLATIONS

The Contractor assigns to ADES any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

15.0 FINGERPRINTING

"Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

- 15.1. The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
- 15.2. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults. Shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 15.3. The contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 15.4. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately. If a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State; or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 15.5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
- 15.6. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 15.7. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

16.0 COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest

to the Intellectual Property throughout the world. Contractor shall notify ADES, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the express written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

17.0 SUSPENSION OR DEBARMENT

The Department may, by written notice to the Contractor, immediately terminate this Contract if ADES determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify ADES. Contractors must not make any award or permit any award (sub recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

18.0 CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief, that:

- 18.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 18.2 If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 18.3 The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 18.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

19.0 SANCTIONS AND CORRECTIVE ACTIONS

- 19.1 The Department may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this agreement. This Demand for Assurance shall include the citation from the agreement which the Department requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the

response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by the Department, may result in the actions outlined in Section 19.2

19.2 Pursuant to 20 CFR Part 667, Subpart G, §667.700, the Department may impose sanctions and corrective actions on recipients and sub recipients of WIA grant funds as follows:

1. Except for actions under WIA section 188(a) or 29 CFR part 37, the Department uses the initial and final determination procedures outlined in §667.510 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIA section 188(a) or 29 CFR part 37, ADES will use the procedures set forth in that regulatory part.
2. The Department may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and §667.710(c). Sanctions or corrective action will be applied for substantial violations of WIA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIA sections 184(b)(1), the Grant Officer may impose such actions directly against the local area. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.

19.3 Pursuant to 20 CFR Part 667, Subpart G, the Department may impose fiscal sanctions if a local area fails the same performance measure(s) in two or more consecutive years. The sanction shall be applied to the area of funding (i.e. Adult, Youth Dislocated Worker or Rapid Response) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

Sanctions collected shall be held by the Department and the Contract may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e. October of the following year). If the local area does not rectify performance in the next reporting cycle, the funds shall revert to the Department.

20.0 CLEAN AIR ACT & CLEAN WATER ACT

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

21.0 ENERGY POLICY AND CONSERVATION ACT

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

22.0 COPELAND "ANTI-KICKBACK" ACT

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.

23.0 DAVIS-BACON ACT

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

24.0 DEBT COLLECTION & AUDIT RESOLUTION

As the Contractor to this agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you must comply with OMB Circular A-87, OMB Circular A-122, and OMB Circular A-133. As the Contractor to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

24.1 Among the required controls specified in Title 20 CFR Section 667.500(a) (2) is the process for collecting debts. Title 20 CFR 667.410(a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

- (a) The Contractor is responsible for all funds under its grant(s):

- (b) The political jurisdiction(s) of the chief elected official(s) in a local workforce investment area is liable for any misuse of the WIA grant funds allocated to the local area under WIA sections 128 and 133, unless the chief elected official(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

25.0 RIGHT TO ASSURANCE

If the Department in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of "Days" specified in the demand may, at the Department's option be the basis for terminating the contract under the rights and remedies available by law or provided by this contract.

26.0 FIXED PRICE WITH PRICE ADJUSTMENT

The Department shall make payment in accordance with the following:

- Operating budget(s) shall be developed and maintained current, on at least a monthly basis, by the Contractor
- To receive funds, the Contractor shall adhere to the following procedures:
 - a) Request for funds shall be made by fax to:
ADES WIA ADMINISTRATION (602) 542-2452 FAX
 - b) The fax "request shall be confirmed by simultaneous submittal of original and correctly completed" Contractor Request for Funds Disbursement Report.
 - c) Funds shall be requested on a scheduled basis to meet payroll and other expenses and maintain a minimum amount of cash on hand. At no time shall cash on hand exceed immediate cash needs for a seventy-two (72) hour period.

27.0 REVIEW

This Agreement shall be reviewed at any time at the written request of either party.

28.0 NON-AVAILABILITY OF FUNDS

28.1 Every payment obligation of the ADES under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the ADES at the end of the period for which funds are available. No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

29.0 ARBITRATION

29.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

30.0 NON-DISCRIMINATION

30.1 In accordance with A.R.S. §41-1461 et seq. and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

31.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

31.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

31.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

32.0 CONFLICT OF INTEREST

32.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

33.0 AMENDMENTS OR MODIFICATIONS

33.1 This agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

33.2 Exceptions

Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number.
2. Change in authorized signatory.
3. Change in the name and/or address of the person to whom notices are to be sent.

34.0 AUDIT

34.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

35.0 APPLICABLE LAW

35.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable license and permit requirements.

36.0 THIRD-PARTY ANTITRUST VIOLATIONS

36.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

37.0 IT 508 COMPLIANCE

37.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

38.0 INDEMNIFICATION AND INSURANCE

38.1 Indemnification

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

39.0 INDEMNIFICATION FOR SUBCONTRACTOR

39.1 In addition, the Gila County Board of Supervisors shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 Gila County Board of Supervisors 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

40.0 INSURANCE REQUIREMENTS

40.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

40.1.1 None.

41.0 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

41.1 Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additionally insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".
(Note that the other governmental entity (ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additionally insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor
(Note that the other governmental entity (ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

1. The State of Arizona and the Department of Economic Security, wherever Additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

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

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

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St., Site Code 805Z Phoenix, AZ 85007 **UNLESS THE SCOPE OF WORK REPORTING REQUIREMENTS SPECIFIES OTHERWISE.** The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Do not send certificates of Insurance to the State of Arizona's Risk Management Section.

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. Approval: Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

42.0 E-VERIFY

42.1 In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

43.0 RIGHT OF OFFSET

43.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Contract, or any part thereof.

44.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

44.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

45.0 SCRUTINIZED BUSINESS

45.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

46.0 DATA SHARING AGREEMENT

46.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

47.0 CULTURALLY RELEVANT AND LINGUISTICALLY APPROPRIATE

47.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

48.0 ATTACHMENTS

48.1 The following list of attachments constitutes an integral part of subject agreement.

48.1.1 Attachment A – Sanction Schedule

48.1.2 Attachment B – Local Adult Report

48.1.3 Attachment C – Instructions for Adult Monthly Expenditure and Cash Draw Reports

48.1.4 Attachment D – Local Youth Report

48.1.5 Attachment E – Instructions for Youth Monthly Expenditure and Cash Draw Reports

48.1.6 Attachment F – Local DW Report

48.1.7 Attachment G – Instructions for DW Monthly Expenditure and Cash Draw Reports

Attachment A - Sanction Schedule for Failed Performance

Number of Years Performance Measure Failed	Sanction for 1 Performance Measure	Sanction for 2 Performance Measures	Sanction for 3 Performance measures	Sanction for 4 Performance Measures
2	1% of PY/FY Allocation	2% of PY/FY Allocation	3% of PY/FY Allocation	4% of PY/FY Allocation
3	5% of PY/FY Allocation	6% of PY/FY Allocation	7% of PY/FY Allocation	8% of PY/FY Allocation
4	10% of PY/FY Allocation	11% of PY/FY Allocation	12% of PY/FY Allocation	13% of PY/FY Allocation
5	20% of PY/FY Allocation	21% of PY/FY Allocation	22% of PY/FY Allocation	23% of PY/FY Allocation

Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:		2. PY/FY:		2a. American Recovery and Reinvestment Act <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside <div style="display: flex; justify-content: space-between; align-items: center;"> <input checked="" type="checkbox"/> Program Funds <input type="checkbox"/> Set-Aside Funds </div>					
4. Contract Number	5. Final Report <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>				
6. Reporting Period From: (Month, Day, Year)		To: (Month, Day, Year)		7. Date Submitted (Month, Day, Year)	
8. Transactions				Cumulative	
A. Cash - Administration :					
a. Cash Receipts to Date					
b. Cash Disbursements to Date					
c. Cash on Hand (line a minus b)				0	
Expenditures and Unobligated Balance - Administration:					
d. Total Federal funds authorized					
e. Federal share of expenditures					
f. Federal share of unliquidated obligations					
g. Total Federal obligations (line e plus f)				0	
h. Unobligated balance of Federal funds (line d minus g)				0	
B. Cash - Adult Program:					
a. Cash Receipts to Date					
b. Cash Disbursements to Date					
c. Cash on Hand (line a minus b)				0	
Expenditures and Unobligated Balance - Adult Program:					
d. Total Federal funds authorized					
e. Federal share of expenditures					
f. Federal share of unliquidated obligations					
g. Total Federal obligations (line e plus f)				0	
h. Unobligated balance of Federal funds (line d minus g)				0	
C. Program Income:					
a. Total Federal program income earned					
b. Program income expended in accordance with the addition method					
c. Unexpended program income (line a minus line b)				0	
9. Additional Expenditure Data Required					
a. Other Federal funds expended					
b. Real property proceeds expended					
c. Expenditure of Adult Funds transferred to Dislocated Worker Program					
10. Remarks:					
11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.					
12. Contractor Authorized Signature(s) and Date					

Arizona Department of Economic Security

Adult Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

Attachment C

Line Item Instructions for the Accrued Expenditure and Cash Draw Report

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. NOTE: If any line item does NOT

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		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

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		MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Adult Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Adult Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Adult Program – Cash On Hand	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Adult Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration). Note: The allocation amount MUST include any funds which the local area has identified as being transferred to the DISLOCATED WORKER PROGRAM. DO NOT REPORT ANY DISLOCATED WORKER FUNDS TRANSFERRED TO ADULT IN THIS LINE.
8B(e)	Expenditures and Unobligated Balances – Adult Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration). Note: Expenditure of Adult Funds transferred to the Dislocated Worker Program MUST BE REPORTED on this line. DO NOT REPORT ANY DISLOCATED WORKER FUNDS TRANSFERRED TO ADULT PROGRAM IN THIS LINE.
8B(f)	Expenditures and Unobligated Balances – Adult Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally

Attachment C

		binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e). Note: Unliquidated Obligations of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY DISLOCATED WORKER UNLIQUIDATED OBLIGATIONS TRANSFERRED TO ADULT PROGRAM IN THIS LINE.
8B(g)	Expenditures and Unobligated Balances – Adult Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Adult Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B(g) from Line 8B(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating

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		the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8D(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8D(b) from Line 8D(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	<p>Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included.</p> <p>Note: Non-Federal funds expended for the purposes or</p>

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		activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.
8D(c)	Recipient Share of Unliquidated Obligations	<p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Don not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p>
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b))	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d))	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) MUST BE ENTERED.
9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceed were expended a ZERO (0) MUST BE ENTERED.
9(c)	Additional Expenditure Data Required – Expenditure of Adult Funds Transferred to Dislocated Worker Program	Report any Adult Program Funds expended on the Dislocated Worker Program in this field for the reporting period. In addition, expenditures reported in this line MUST BE REPORTED AS PART OF LINE 8B(e).
10	Remarks	Enter any remarks related to the

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		information reported on the form. In addition, if any program income and expenditures are reported, please see line 8C(c) for specific instructions on what must be entered in this field.
11	Certification Statement	This field MUST NOT BE CHANGED. If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	Contractor Authorized Signature and Date	Enter the Local Area Authorized Signature persons Name and the date of signature.

Workforce Investment Act - Local Youth

Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:		2. PY/FY:		2a. American Recovery and Reinvestment Act <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside <input checked="" type="checkbox"/> Program Funds <input type="checkbox"/> Set-Aside Funds				
4. Contract Number	5. Final Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
6. Reporting Period From: (Month, Day, Year)		To: (Month, Day, Year)		7. Date Submitted (Month, Day, Year)
8. Transactions				Cumulative
A. Cash - Administration :				
a. Cash Receipts to Date				
b. Cash Disbursements to Date				
c. Cash on Hand (line a minus b)				0
Expenditures and Unobligated Balance - Administration:				
d. Total Federal funds authorized				
e. Federal share of expenditures				
f. Federal share of unliquidated obligations				
g. Total Federal obligations (line e plus f)				0
h. Unobligated balance of Federal funds (line d minus g)				0
B. Cash - Youth Program:				
a. Cash Receipts to Date				
b. Cash Disbursements to Date				
c. Cash on Hand (line a minus b)				0
Expenditures and Unobligated Balance - Youth Program:				
d. Total Federal funds authorized				
e. Federal share of expenditures				
f. Federal share of unliquidated obligations				
g. Total Federal obligations (line e plus f)				0
h. Unobligated balance of Federal funds (line d minus g)				0
C. Program Income:				
a. Total Federal program income earned				
b. Program income expended in accordance with the addition method				
c. Unexpended program income (line a minus line b)				0
9. Additional Expenditure Data Required				
a. Other Federal funds expended				
b. Real property proceeds expended				
c. Out of school youth expenditures				
d. In school youth expenditures (this line should be)				0
e. Summer employment opportunities expenditures				
f. Total out of school and in school expenditures (Total MUST match line 8B(e))				0
10. Remarks:				
11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.				
12. Contractor Authorized Signature(s) and Date				

Revision 3 - 8/12/09

Arizona Department of Economic Security

Youth Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

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Line Item Instructions for the Accrued Expenditure and Cash Draw Report

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. NOTE: If any line item does NOT

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		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

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		MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Youth Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Youth Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Youth Program – Cash On Hand	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Youth Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration).
8B(e)	Expenditures and Unobligated Balances – Youth Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration).
8B(f)	Expenditures and Unobligated Balances – Youth Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e).
8B(g)	Expenditures and Unobligated Balances – Youth Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell MUST NOT BE CHANGED. If the formula for

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		this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Youth Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B(g) from Line 8B(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8D(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8D(b) from Line 8D(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program

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		income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	<p>Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included.</p> <p>Note: Non-Federal funds expended for the purposes or activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.</p>
8D(c)	Recipient Share of Unliquidated Obligations	<p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Don not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p>
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b))	This is a formula cell and MUST NOT BE CHANGED. If the

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		formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d))	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) MUST BE ENTERED.
9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceeds were expended a ZERO (0) MUST BE ENTERED.
9(c)	Additional Expenditure Data Required – Out of School Youth Expenditures	Enter the amount of expenditures reported on line 8B(e) that were spent on out of school youth.
9(d)	Additional Expenditure Data Required – In School Youth Expenditures	Enter the amount of expenditures reported on line 8B(e) that were spent on in school youth.
9(e)	Additional Expenditure Data Required – Summer Employment Opportunities Expenditures	Enter the amount of expenditures that were for summer employment opportunities. This is a stand alone line item, and is a subpart of Line 8B(e) and amounts entered on 9(c) and 9(d).
10	Remarks	Enter any remarks related to the information reported on the form. In addition, if any program income and expenditures are reported, please see line 8C(c) for specific instructions on what must be entered in this field.
11	Certification Statement	This field MUST NOT BE CHANGED. If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	Contractor Authorized Signature and Date	Enter the Local Area Authorized Signature persons Name and the date of signature.

Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:		2. PY/FY:			2a. American Recovery and Reinvestment Act <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside						
<input checked="" type="checkbox"/> Program Funds <input type="checkbox"/> Set-Aside Funds						
4. Contract Number		5. Final Report		<input type="checkbox"/> Yes <input type="checkbox"/> No		
6. Reporting Period From: (Month, Day, Year)		To: (Month, Day, Year)		7. Date Submitted (Month, Day, Year)		
8. Transactions					Cumulative	
A. Cash - Administration :						
a. Cash Receipts to Date						
b. Cash Disbursements to Date						
c. Cash on Hand (line a minus b)					0	
Expenditures and Unobligated Balance - Administration:						
d. Total Federal funds authorized						
e. Federal share of expenditures						
f. Federal share of unliquidated obligations						
g. Total Federal obligations (line e plus f)					0	
h. Unobligated balance of Federal funds (line d minus g)					0	
B. Cash - Dislocated Worker Program:						
a. Cash Receipts to Date						
b. Cash Disbursements to Date						
c. Cash on Hand (line a minus b)					0	
Expenditures and Unobligated Balance - Dislocated Worker Program:						
d. Total Federal funds authorized						
e. Federal share of expenditures						
f. Federal share of unliquidated obligations						
g. Total Federal obligations (line e plus f)					0	
h. Unobligated balance of Federal funds (line d minus g)					0	
B2. Cash - Rapid Response Program:						
a. Cash Receipts to Date						
b. Cash Disbursements to Date						
c. Cash on Hand (line a minus b)					0	
Expenditures and Unobligated Balance - Rapid Response Program:						
d. Total Federal funds authorized						
e. Federal share of expenditures						
f. Federal share of unliquidated obligations						
g. Total Federal obligations (line e plus f)					0	
h. Unobligated balance of Federal funds (line d minus g)					0	
C. Program Income:						
a. Total Federal program income earned						
b. Program income expended in accordance with the addition method						
c. Unexpended program income (line a minus line b)					0	
D. Recipient Share:						
a. Total recipient share required						
b. Recipient share of expenditures						
c. Recipient share of unliquidated obligations						
d. Total recipient obligations (sum of lines b and c)					0	
e. Remaining recipient share to be provided (line a minus line d)					0	
9. Additional Expenditure Data Required						
a. Other Federal funds expended						
b. Real property proceeds expended						
c. Expenditure of DW Funds transferred to Adult Program						
10. Remarks:						
11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.						
12. Contractor Authorized Signature(s) and Date						

Arizona Department of Economic Security

Dislocated Worker Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

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Line Item Instructions for the Accrued Expenditure and Cash Draw Report

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. NOTE: If any line item does NOT

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		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

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		MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Dislocated Worker Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Dislocated Worker Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Dislocated Worker Program – Cash On Hand	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Dislocated Worker Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration). Note: The allocation amount MUST include any funds which the local area has identified as being transferred to the Adult Program. DO NOT REPORT ANY ADULT FUNDS TRANSFERRED TO DISLOCATED WORKER IN THIS LINE.
8B(e)	Expenditures and Unobligated Balances – Dislocated Worker Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration). Note: Expenditure of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY ADULT FUNDS TRANSFERRED TO DISLOCATED WORKER PROGRAM IN THIS LINE.
8B(f)	Expenditures and Unobligated Balances – Dislocated Worker Program – Federal Share of Unliquidated	Enter the amount of Unliquidated Obligations (legally

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	Obligations	binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e). Note: Unliquidated Obligations of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY ADULT UNLIQUIDATED OBLIGATIONS TRANSFERRED TO DISLOCATED WORKER PROGRAM IN THIS LINE.
8B(g)	Expenditures and Unobligated Balances – Dislocated Worker Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Dislocated Worker Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B(g) from Line 8B(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B2(a)	Cash – Rapid Response Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(b)	Cash – Rapid Response Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(c)	Cash – Rapid Response Program – Cash On Hand	This is a formula cell and MUST

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		NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B2(d)	Expenditures and Unobligated Balances – Rapid Response Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(e)	Expenditures and Unobligated Balances – Rapid Response Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(f)	Expenditures and Unobligated Balances – Rapid Response Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B2(f) that was included in line 8B2(e).
8B2(g)	Expenditures and Unobligated Balances – Rapid Response Program – Total Federal Obligations	Formula Cell that adds line 8B2(e) and 8B2(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B2(h)	Expenditures and Unobligated Balances – Rapid Response Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B2(g) from Line 8B2(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result

ATTACHMENT G

		of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8C(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8C(b) from Line 8C(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could

ATTACHMENT G

		<p>otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included.</p> <p>Note: Non-Federal funds expended for the purposes or activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.</p>
8D(c)	Recipient Share of Unliquidated Obligations	<p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Don not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p>
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b))	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d))	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) MUST BE ENTERED.

ATTACHMENT G

9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceeds were expended a ZERO (0) MUST BE ENTERED.
9(c)	Additional Expenditure Data Required – Expenditure of DW Funds Transferred to Adult Program	Report any Dislocated Worker Program Funds expended on the Adult Program in this field for the reporting period. In addition, expenditures reported in this line MUST BE REPORTED AS PART OF LINE 8B(e).
10	Remarks	Enter any remarks related to the information reported on the form. In addition, if any program income and expenditures are reported, please see line 8D(c) for specific instructions on what must be entered in this field.
11	Certification Statement	This field MUST NOT BE CHANGED. If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	Contractor Authorized Signature and Date	Enter the Local Area Authorized Signature persons Name and the date of signature.

Regular BOS Meeting

Date: 09/21/2010

Submitted For: Linda Submitted By: Linda Eastlick, Elections
Eastlick,
Elections
Director
Department: Elections
Presenter's Name: Linda
Eastlick,
Elections
Director

Information

Request/Subject

Order to cancel elections and appoint board members for certain County Improvement Districts, Fire Districts, and School Districts.

Background Information

Water districts, wastewater districts, and sanitary districts are collectively known as County Improvement Districts. County Improvement Districts and School Districts are covered in Title 48. School Districts are covered in Title 15. Elections is covered in Title 16

ARS 16.410(A) provides: for any election held pursuant to Title 15, Title 48 or Section 16-822, if the total of the number of persons who file a nomination petition for a candidate and the number of persons who file a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled at the election, the county board of supervisors may cancel the election and appoint the person or persons who filed the nomination petition or nomination paper to fill the position for the term of office for which the candidate was nominated by the qualified electors.

ARS 16-410(B) states a person who is appointed pursuant to subsection A is fully vested with the powers and duties of the office as if elected to that office.

16-410(D) provides that canceled elections shall not appear on any ballot.

Evaluation

The ability to cancel elections and appoint board members under these circumstances results in significant cost savings for each of the special districts, the school districts, and the County. The districts do not have to pay the County for the election and the County does not have to include all these candidates on a ballot where they would have been automatically elected anyway. Additionally, the County is not required to create numerous different ballot styles for each of these individual districts.

Conclusion

Arizona Revised Statutes provide for the cancellation of elections and the appointment of board members for county improvement districts, fire districts, and school districts when the number of persons who filed nomination papers or write-in papers is equal to or less than the number of positions available. The implementation of an Order to cancel and appoint results in cost savings to the districts and to the County.

Recommendation

The Division of Elections recommends the Board of Supervisors approve the Order to cancel elections and appoint board members for the county improvement districts, fire districts, and school districts listed in the Order

Suggested Motion

Approval of an Order to cancel elections and appoint governing board members to the fire districts, water districts, wastewater districts, sanitary districts, school districts and technological districts named in the Order.

Attachments

Link: [Order to Cancel-Appoint](#)

ORDER

ORDER OF THE GILA COUNTY BOARD OF SUPERVISORS CANCELLATION OF ELECTIONS AND APPOINTMENT OF MEMBERS TO FIRE DISTRICTS, WATER DISTRICTS, WASTEWATER DISTRICTS, SANITARY DISTRICTS, SCHOOL DISTRICTS, AND TECHNOLOGICAL DISTRICTS.

WHEREAS, pursuant to A.R.S. §16-410(A) the Gila County Board of Supervisors may cancel the regular scheduled November 2, 2010, elections as the total number of persons who filed a nomination petition for a candidate and the number of persons who filed a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed to fill a position on the governing boards of directors for the following fire districts: Canyon Fire District, East Verde Park Fire District, Gisela Valley Fire District, Houston Mesa Fire District, Pleasant Valley Fire District, and Round Valley/Oxbow Estates Fire District and,

WHEREAS, pursuant to A.R.S. §16-410(A) the Gila County Board of Supervisors may cancel the regular scheduled November 2, 2010, elections as the total number of persons who filed a nomination petition for a candidate and the number of persons who filed a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed to fill a position on the governing boards of directors for the following water and wastewater improvement districts: Canyon Domestic Water Improvement District, Pine Creek Canyon Domestic Water Improvement District, Pine Water Association Domestic Water Improvement District, Rim Trail Domestic Water Improvement District, Solitude Trails Domestic Water Improvement District, Strawberry Hollow Domestic Water Improvement District, Sunflower Mesa Domestic Water Improvement District, Tonto Village Domestic Water Improvement District, Whispering Pines Domestic Water Improvement District, and, Strawberry Hollow Wastewater Improvement District, and,

Order Canceling Elections
and Appointment of Governing Board Members
Page 2

WHEREAS, pursuant to A.R.S. §16-410(A) the Gila County Board of Supervisors may cancel the regular scheduled November 2, 2010, elections as the total number of persons who filed a nomination petition for a candidate and the number of persons who filed a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed to fill a position on the governing boards of directors for the following sanitary districts: Cobre Valley Sanitary District, Northern Gila County Sanitary District, and Pinal Sanitary District, and,

WHEREAS, pursuant to A.R.S. §15-424(D) and §16-410(A) the Gila County Board of Supervisors may cancel the regular scheduled November 2, 2010, elections as the total number of persons who filed a nomination petition for a candidate and the number of persons who filed a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed to fill a position on the governing boards of directors for the following school districts: Gila County Provisional Community College District I, Young Public School District #5, San Carlos Unified School District #20, Tonto Basin Unified School District #33, Miami Unified School District #40, Hayden-Winkelman Unified School District #41, and,

WHEREAS, pursuant to A.R.S. §16-410(A) the Gila County Board of Supervisors may cancel the regular scheduled November 2, 2010, elections as the total number of persons who filed a nomination petition for a candidate and the number of persons who filed a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed to fill positions on the governing board of the Cobre Valley Institute of Technology, and,

WHEREAS, pursuant to the aforementioned Arizona Revised Statutes the Gila County Board of Supervisors shall appoint those persons who filed nomination petitions or nomination papers for the district governing boards, and;

WHEREAS, each person appointed pursuant to the aforementioned Arizona Revised Statutes is fully vested with the powers and duties of the office as if elected to that office.

NOW, THEREFORE BE IT ORDERED That the Gila County Board of Supervisors does hereby appoint the following persons to serve as members to the respective fire district governing boards: Canyon Fire District - James (Jim) Foley and Jerry McCreary; East Verde Park Fire District - Lee J. Acciacca; Weldon Green, Gisela Valley Fire District - Susan Paruolo and Shawn Dugan; Houston Mesa Fire District - Lori Webster; Pleasant Valley Fire District - Thad R. Tucci, Bonnie Benne, and Barry Dille; and Round Valley/Oxbow Estates Fire District - Jane Burlison and Larry White, and,

Order Canceling Elections
and Appointment of Governing Board Members
Page 3

BE IT FURTHER ORDERED That the Gila County Board of Supervisors does hereby appoint the following persons to serve as members to the respective water and wastewater district governing boards: Canyon Domestic Water Improvement District - Myrna Lenox, Ray Lewis, and Robert T. Mukusick; Pine Creek Canyon Domestic Water Improvement District - Ernie Borgoyne, Allan Johnson, and James Semrad; Pine Water Association Domestic Water Improvement District - Curtis Chaney, Robert Fuller, and Walter Lee Hunsaker; Rim Trail Domestic Water Improvement District - Don Nelder and Ray Tanner; Solitude Trails Domestic Water Improvement District - Roger Miotto; Strawberry Hollow Domestic Water Improvement District - Loren Peterson and Sarah Osborn; Sunflower Mesa Domestic Water Improvement District - Michael Frandsen, Kenneth Perkins, and Don Philippe; Tonto Village Domestic Water Improvement District - Nick Fitch and Jeff Shaw; Whispering Pines Domestic Water Improvement District - Terry Bruner and Lisa Ehlers; Strawberry Hollow Wastewater Improvement District - Loren B. Peterson and Sarah Osborn, and,.

BE IT FURTHER ORDERED that the Gila County Board of Supervisors does hereby appoint the following persons to serve as members to the respective sanitary district governing board: Cobre Valley Sanitary District - John V. Yanez and Kevin Kenney; Northern Gila County Sanitary District - Robert Sanders and Robert O'Brien; Pinal Sanitary District - Robert Mawson, and,

BE IT FURTHER ORDERED that the Gila County Board of Supervisors does hereby appoint the following persons to serve as members to the respective school district governing boards: Gila County Provisional Community College District I - Thomas Loeffler; Young Public School District #5 - Irv Wilson, Mike McKinney, and Polly Hageman (two-year term); San Carlos Unified School District #20 - Robert Bob Cassa, Frederick Ferreira Jr., and Katrina Talkalai; Tonto Basin Unified School District #33 - George A. Ewing and Jackie Speer; Miami Unified School District #40 - Deborah Allen and Robert Mawson; Hayden-Winkelman Unified School District #41 - Bobby Smith, Anna Guzman-Lopez, and Nannette Quesada (two year term), and,

BE IT FURTHER ORDERED that the Gila County Board of Supervisors does hereby appoint the following persons to serve as members to the respective technological district governing board: Cobre Valley Institute of Technology - Francine Gregovich-Benton (District #40) and Gary Grounds (District #01).

Order Canceling Elections
and Appointment of Governing Board Members
Page 4

ADOPTED this 21st day of September, 2010, in Globe, Gila County, Arizona.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

Attest:

Marian Sheppard, Chief Deputy Clerk

Regular BOS Meeting

Date: 09/21/2010

Submitted For: Steve Sanders, Public Works Division Deputy Director
Submitted By: Valrie Bejarano, Public Works Division
Department: Public Works Division Division: Roads
Fiscal Year: FY 2010-2011 Budgeted?: Yes
Contract Dates - Begin & End: August 4, 2010 to August 4, 2011
Grant?: No
Matching Requirement?: No Fund?: New
Presenter's Name:

Information

Request/Subject

Amendment #2 to Contract 120307-2 Pavement Marking with Traffic Safety Inc.

Background Information

The Contractor, pursuant to page 16, Section 3.2.1 of Contract 120307-2, is requesting a price increase due to the increased cost of paint.

Evaluation

n/a

Conclusion

Price of paint will increase as follows: White (\$.07 to \$.0722) and Yellow (\$.07 to \$.0724)

Recommendation

The Public Works Division recommends the Board approve the Contractor requested price increase.

Suggested Motion

Approval of Amendment No.2 for a price increase to Contract 120307-2-Pavement Marking between Gila County and Traffic Safety Inc. whereby the Contractor provides pavement marking on County roads.

Attachments

Link: Amendment #2 Contract 120307-2

Link: Contract 120307-2

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities & Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management



1400 East Ash Street
 Globe, Arizona 85501
 Phone (928) 425-3231 Ext. 8522
 Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

CONTRACT NO. 120307-2

PAVEMENT MARKING

AMENDMENT #2

ADDITIONAL TERMS OF Contract No. 120307-2 entered on August 4, 2008, between Gila County and Traffic Safety Inc., Contractor. The "Contractor" pursuant to page 16, Section 3.2.1 "PRICE ADJUSTMENTS" of the contract is hereby requesting a price increase due to the dramatic increase of paint cost.

EFFECTIVE August 23, 2010 the "Contractor", Traffic Safety Inc, is requesting a price increase. Costs have increased by \$0.66/gallon for white and \$0.71/gallon for yellow. One gallon of paint covers approximately 300 feet of point line. Price increase will be as follows:

	<u>White</u>	<u>Yellow</u>	
Current Price	\$ 0.07 per foot	\$ 0.07 per foot	
Price Increase	\$ 0.0022 per foot	\$ 0.0024 per foot	(per gallon increase divided by 300)
Adjusted price	\$ 0.0722 per foot	\$ 0.0724 per foot	

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

CONTRACT NO. 120307-2

AMENDMENT NO. 2

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors


ATTEST

Marian Sheppard, Deputy Clerk of the Board

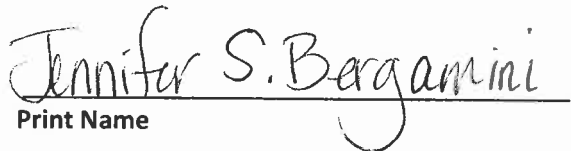
APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

TRAFFIC SAFETY INC.:



Authorized Representative Signature



Print Name



Traffic Safety, Inc.

8901 Laredo Drive • Prescott Valley, AZ • 86314
Office: (928) 775-0813 Fax: (928) 772-8570

August 23, 2010

Gila County
1400 East Ash Street
Globe, AZ 85501

RE: Annual Pavement Marking Contract

Dear Board of Supervisors:

The pavement marking contract issued in 2008 has been submitted for renewal. We are requesting a price increase due to the increase in the cost of materials. Our paint costs have increased by \$.66/gallon for white and \$.71/gallon for yellow. One gallon of paint covers approximately 300 hundred feet of painted line. Therefore, we are proposing the following adjustment to the current contract price:

	White	Yellow
Price per contract	\$.07/ft	\$.07/ft
Price increase (per gallon increase divided by 300)	\$.0022/ft	\$.0024/ft
Adjusted price	\$.0722/ft	\$.0724/ft

Thank you for your consideration. If you should have any questions, please feel free to contact us at (928) 775-0813.

Sincerely,


Jennifer Bergamini
CFO

PAVEMENT MARKING

**GLOBE, ARIZONA
BID NO. 120307-2**

BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
José M. Sanchez, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

County Manager / Clerk of the Board
Steven L. Besich

Public Works Director
Steve Stratton

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**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING**

Request for Proposals for a qualified Contractor to maintain striping for pavement markings long-line (longitudinal) on various roads in Gila County.

SUBMITTAL DUE DATE: 3:00 PM/MST Local AZ Time, Tuesday, July 1, 2008

RETURN PROPOSAL TO: GILA COUNTY PUBLIC WORKS
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the equipment, material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested Contractors may obtain a copy of this solicitation by calling the Gila County Public Works Department at 928-402-8612. Contractors are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding technical aspects of this Request for Proposals shall be directed to:

Steve Sanders, Deputy Director Public Works, Ph (928)402-8530 (TTY: 7-1-1)

Questions regarding general terms and conditions of this Request for Proposals should be directed to:

Valrie Bejarano, Contract Specialist, Ph (928)402-8612 (TTY: 7-1-1)

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Policy. A copy of the Policy is available for review in the Deputy Clerk of the Board office.

Arizona Silver Belt advertisement dates: June 11 and 18, 2008

Signed: 
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Date: 5/23/08

Signed: 
Steven L. Besich, County Manager / Clerk of the Board

Date: 6/3/08

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

SCOPE OF WORK

It is the intent of this Invitation for Proposals to establish a contract with a qualified Contractor to perform the striping for pavement markings long-line (longitudinal) on various roads within Gila County that currently have longitudinal pavement markings. It is further intended that the Contractor shall furnish all equipment, materials, service, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

County roads listed on pages 26-28 will be divided for marking throughout the Contract period. During this period the County will provide to the Contractor a list of roads and dates the roads are to be completed.

All Contractors must understand that usage quantities listed on pages 26-28 are a “best estimate” and may vary greatly in actuality.

All specifications, and terms and conditions, under the Contract include furnishing at least, but not limited to, minimum product specifications. Contractors who agree to provide the minimum bid Specification for this proposal shall be considered for award.

See attached:

- Exhibit “C”, Page 18 for Minimum Specifications and Page 28 as specified on the Price Sheet for total price being proposed.

**REQUEST FOR SEALED PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING**

INSTRUCTIONS TO CONTRACTORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO CONTRACTORS AND EXHIBIT "B", CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY PROPOSAL PACKAGES. INDIVIDUAL PROPOSALS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO CONTRACTORS

Preparation of Proposal

- A. Proposals will be received by the County of Gila Public Works Division, from Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks Sealed Proposals only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Invitation for Proposals package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and Qualification Forms provided in this Invitation for Proposals package in full, original signature in ink on all copies, by the person(s) authorized to sign the Proposal and to be submitted at the time of Bid, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of Contractors to perform the Scope of Services as set forth in the Contract. Failure of any Contractor(s) to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of Contractor(s) from further consideration.

REQUEST FOR SEALED PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

Instructions to Offerors continued.....

- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Proposal shall be listed on the Proposal.
- F. It is requested that **ONE (1) ORIGINAL and TWO (2) COPIES WITH ORIGINAL SIGNATURES ON ALL THREE (3)** be submitted.
- G. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Proposals must be acknowledged by all Contractors in one of the following manners:

- 1. The Proposal and Qualification form will contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Bidders Checklist Form).
- 2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a Proposal being rejected as non-responsive.

Inquires

- A. Any questions related to the technical aspects of this IFP should be directed to:

Steve Sanders, Deputy Director Public Works, Ph (928)402-8530

Questions regarding general terms and conditions of this IFB should be directed to:

Valrie Bejarano, Contract Specialist, Ph (928)402-8612

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

Instructions to Offerors continued.....

Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to any Invitation for Proposal should refer to the appropriate Invitation for Proposal number, page, and paragraph number. However, the Contractor(s) must not place the Invitation for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Proposal and may not be opened until after the official Invitation for Proposals due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- B. Proposal results ARE NOT provided in response to telephone inquiries. A tabulation of Proposals received is on file in the Gila County Board of Supervisors offices and available for review after contract award.

Late Proposals

Any Proposal received later than the date and time specified on notice for Sealed Proposals will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Reference List, Price Sheet, No Collusion Certification, Intentions Concerning Subcontracting, Contractor Checklist, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Proposals. The County will not be liable for any cost incident to the preparation of Proposals, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

Instructions to Offerors continued.....

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving Proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Contractor. The words "SEALED PROPOSAL" with Invitation for Proposals Title "PAVEMENT MARKING", Contract Number, "120307-2", Date "JULY 1, 2008", and Time "3:00 PM/MST" of Proposal opening shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Invitation for Proposals, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue an Invitation for Proposals; or
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Proposals will be reviewed by the Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

REQUEST FOR SEALED PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

General Terms and Conditions continued.....

Protests

Only other Bidders submitting a proposal have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after Bid opening. A protest must be in writing and must include the following:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACTOR AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring Sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on **page 33**, and Contractors OFFER PAGE, Exhibit "D" Contractors Qualification and Certification forms(s) **pages 23-24**.

REQUEST FOR SEALED PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

General Terms and Conditions continued.....

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Proposals issued by the County and the offer submitted by the Contractor in response to the Invitation for Proposals. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Invitation for Proposals. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form.

The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

REQUEST FOR SEALED PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

General Terms and Conditions continued.....

Contract Default

- A. County, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

REQUEST FOR SEALED PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

General Terms and Conditions continued.....

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

REQUEST FOR SEALED PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

General Terms and Conditions continued.....

Proposal Evaluation Process

All Proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Contractor whose Proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

Evaluation of Proposal and Negotiations

The Director shall appoint a selection committee to evaluate the proposals and makes a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for Award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the Public Works files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal.

General

After receipt of all Proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned Proposals, unacknowledged Addenda, incomplete Proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining Proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Proposal. If rejected, the Public Works Department shall give written notice to the Contractor submitting this Proposal.

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose: It is the intent of this Request for Proposals for a qualified contractor to maintain striping for pavement markings long-line (longitudinal) on various roads in Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All product specifications are **minimum**. Contractor must provide a product specification sheet.
- 1.2 Contractor should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Contractor shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 One (1) original and two (2) copies with original signatures on all submissions.
 - 1.5.2 Qualification and Certification Forms (page 23-24)
 - 1.5.3 References (page 25)
 - 1.5.4 Pricing Sheet (page 26-28)
 - 1.5.5 No Collusion Certification (page 29)
 - 1.5.6 Intentions Concerning Subcontracting (page 30)

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

Minimum Specifications continued.....

- 1.5.7 State & Federal Employment Laws (page 31)
- 1.5.8 Contractors Check List (page 32)
- 1.5.9 Agreement page (pages 33-34)

SECTION 2.0

Proposal Pricing

- 2.1 The Contractor shall submit the Proposal in the form of a firm unit price. Prices shall be in effect for the duration of the contract period at the unit prices bid. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of twenty-four (24) months, unless terminated, canceled, or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for a one (1) additional year period. Profit costs for extensions(s) may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval prior to any such extension.
- 2.3 Contractors are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Invitation for Proposals. Pricing offered should be noted on the price sheet, **page 28**, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

SECTION 3.0

Price Adjustments

- 3.1 Prices for each product will be the Contractor's invoiced cost per unit plus reasonable profit, including delivery charge to the designated sites listed in these specifications.

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

Minimum Specifications continued.....

- 3.2 Prices quoted shall remain in effect for the first twenty-four (24) months of the contract unless specifically stated in individual contracts. The exception will be any price reduction which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 3.2.1 Should the Contractor's costs be increased by suppliers beyond a reasonable amount during the life of the awarded contract, the Board of Supervisors may accept or reject price increases and continue or discontinue the contract for the remaining period originally awarded the Contractor.
- 3.3 Pricing for any extensions of the contract beyond the twenty-four (24) months will be the Contractor's invoiced cost per unit plus reasonable profit and delivery costs.
- 3.3.1 Profit and delivery costs for the extension(s) may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisors' approval prior to any such extension.
- 3.3.2 The Gila County Board of Supervisors reserves the right to audit the Contractor's financial records to determine the need for all proposed price increases.
- 3.4 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the Supplier charges other buyers for similar quantities under similar conditions.

SECTION 4.0

Ordering and Delivery:

- 4.1 ORDERING: Gila County does not warrant the order of any product prior to actual need. Gila County's Public Works personnel may re-order a product as it becomes necessary or based on the required needs within the County during the term of this contract.
- 4.2 DELIVERY: The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

Minimum Specifications continued.....

SECTION 5.0

Negotiations with Individual Contractors

- 5.1 Gila County Public Works Department shall establish procedures and schedules for conducting Negotiations. Disclosure of one Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
- 5.1.1 Any Response to a request for Clarification of a Proposal shall be in writing.
- 5.1.2 The Public Works Department shall keep a record of all Negotiations.
- 5.2 For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
- A. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
- B. Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.
- 5.3 Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
- 5.3.1 A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
- 5.3.2 If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

Minimum Specifications continued.....

SECTION 6.0

Minimum Specifications: Bid No. 120307-2 Pavement Marking

Minimum Specifications for Pavement Marking
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1. County will pre-sweep the areas to be striped prior to the application of the paint. Pavement markings shall be applied when the pavement surface is clean and dry.
2. Striping machine shall be truck-mounted with appropriate amber warning beacons.
3. Once a mobilization for striping work is started, it shall be completed at that time. Contractor will provide his own yard for parking, maintenance and storage of all equipment.
4. Contractor will provide barricading, traffic control and signing appropriate to advise drivers to stay-off wet paint. Claims of paint damage to vehicles will be referred to the Contractor.
5. Paint shall be applied at the rate of 250 to 300 feet per gallon.
6. Yellow stripe shall be 4" in width with beads. Where skip dash is applied, the dash will be 10' long with a 30' skip.
7. All centerline striping will be 4" wide painted double yellow stripe with beads.
8. All shoulder striping will be 4" wide painted single white stripe with beads.
9. Glass beads shall be mechanically applied onto the wet paint at the rate of 6-8 lbs. per gallon of paint. (Hand spreading will not be allowed.)
10. No glass beads will be allowed in the pavement marking paint prior to the paint application.
11. Paint used will be water-based paint for road striping.
12. **All work and materials shall conform in its entirety to Section 708 (and current revisions) of the Standard Specifications for Road and Bridge Construction, ADOT Highways Division, 2000 edition.**
13. Work area to be cleaned immediately following completion of the work at each location to the satisfaction of the County Road Manager.
14. Contractor shall maintain, during the contract period, equipment sufficient in operation conditions and capacity to efficiently perform the work and services required.

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

**REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING**

Insurance Provisions continued.....

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,00
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- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor**".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

Insurance Provisions continued.....

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Steve Stratton, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

Insurance Provisions continued.....

All certificates required by this Contract shall be sent directly to **Steve Stratton, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" BIDDERS QUALIFICATION AND REFERENCE LIST

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

SECTION 7.0

Contract Number 120307-2 Pavement Marking

The Contractor submitting this Bid warrants the following:

- 7.1 Name, Address, and Telephone Number of Contractor:
Traffic Safety Inc
8901 Laredo Dr Prescott Valley AZ 86314

- 7.2 Had Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
- 7.3 Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
- 7.4 Has a contracting agency ever terminated a contract for cause with Contractor (under your present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

Qualification & Certification Forms continued.....

- 7.5 Contractor must also provide at least the following information:
- a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one original and two copies with original signatures)** included in the Bid package.
 - f. Gila County reserves the right to request additional information.

7.6 **Contractor Experience Modifier (e-mod) Rating:** 0.95

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7.7 **Current Arizona Contractor License Number:** 114646 AE


Signature of Authorized Representative

Russell Hardy
Printed Name

President
Title

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of Bidders under consideration for final award.

The information may or may not be a determining factor in award.

REFERENCES:

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
Yavapai County	928-771-3183	Joe Valdez
City of Prescott	928-777-1130	Ian Mattingly
Town of Prescott Valley	928-759-3070	Ken Stanton
Gila County	928-402-8530	Steve Sanders



Signature of Authorized Representative



Printed Name



Title

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

PRICE SHEET

Complete and return this form for the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this Proposal-pricing page.

All Contractors must understand that usage quantities listed are a "best estimate" and may vary greatly in actuality.

Contractor Name Traffic Safety Inc

Individual Providing Price Info.: Russel Hardy No.: _____

GILA COUNTY ROADS REQUIRING STRIPING		
Road Name	Centerline Approximate No. of Feet	Shoulder Approximate No. of Feet
GLOBE / MIAMI AREA	YELLOW	WHITE
Ice House Canyon	19,000	-
Six Shooter Canyon /Jess Hayes Rd.	18,000	8,300
Kellner Canyon	11,000	-
Broad St./Walliman Rd./Skyline Dr.	7,000	-
Main Street	1,000	-
Golden Hill Drive	5,100	-
Roberts Road	2,500	-
Russell Rd. from Roberts South	9,600	-
Old SR 88 (Wheatfields)	21,600	21,600
Hope Lane (Landfill Lane)	3,900	-
Fairgrounds	6,400	-
San Carlos Drive	3,900	-
Broadway Rd./Old Oak/El Camino	3,400	-
Railroad Avenue	7,800	-
TOTAL FOR LOCATION =	120,200	29,900
DOUBLE YELLOW X 2 =	240,400	59,800

Price Sheet continued.....

Road Name	Centerline Approximate No. of Feet	Shoulder Approximate No. of Feet
ROOSEVELT / TONTO BASIN / GISELA AREA	YELLOW	WHITE
Stage Coach Trail	3,300	-
Roosevelt Estates Road	5,600	-
School House Point	13,600	13,600
Grapevine Road	11,800	11,800
Windy Hill Road	12,500	12,500
Cholla Bay Road	3,800	3,800
A Cross Road	5,600	5,600
Indian Point	7,100	7,100
Old SR 188	4,600	4,600
Gisela Road	27,600	27,600
TOTAL FOR LOCATION =	95,500	86,600
DOUBLE YELLOW X 2 =	191,000	173,200

Road Name	Centerline Approximate No. of Feet	Shoulder Approximate No. of Feet
YOUNG / CHRISTOPHER CREEK / KOHLS RANCH AREA	YELLOW	WHITE
Control Road – Tonto Village	5,100	5,100
Old SR 260	11,000	11,000
Colcord Road	11,400	11,400
Young Road / FH 12	24,500	24,500
Baker Ranch Road	4,300	-
TOTAL FOR LOCATION =	56,300	52,000
DOUBLE YELLOW X 2 =	112,600	104,000

Price Sheet continued.....

Road Name	Centerline Approximate No. of Feet	Shoulder Approximate No. of Feet
PAYSON/PINE/STRAWBERRY AREA	YELLOW	WHITE
Gibson Ranch Road	13,500	-
Houston Mesa Road	50,700	46,000
Fossil Creek Road	12,900	12,900
TOTAL FOR LOCATION =	77,100	58,900
DOUBLE YELLOW X 2 =	154,200	117,800
ESTIMATED TOTAL LINEAR FEET:		
	YELLOW	WHITE
	698,200	454,800

COST PROPOSAL SUMMARY PAVEMENT MARKING BID NO. 120307-2				
Description	Unit	Unit Price	Total Price Centerline	Total Price Shoulder
4" White Paint	linear feet	\$ <u>0.07</u>	\$ <u>n/a</u>	\$ <u>31,836.00</u>
4" Yellow Paint	linear feet	\$ <u>0.07</u>	\$ <u>48,874.00</u>	\$ <u>n/a</u>
COMBINED TOTALS			\$ <u>80,710.00</u>	
TAX			\$ <u>3,462.46</u>	
TOTAL PRICE BEING PROPOSED			\$ <u>84,172.46</u>	

No tax shall be levied against labor.

* Taxes not included in Unit Price Proposed.

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

Russel Hardy
(Name of Individual)

being first duly sworn, deposes and says:

That he is President
(Title)

Of Traffic Safety Inc and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **PAVEMENT MARKING, GILA COUNTY, BID CALL NO. 120307-2** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____
Traffic Safety Inc.
(Name of Business)

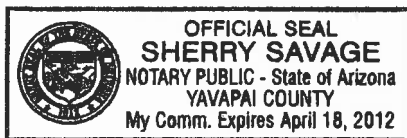
has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Traffic Safety Inc
Name of Business

By

Title

President



Subscribed and sworn to before me this 1 day of July, 2008.

Sherry Savage
Notary Public

My Commission expires: 4.18.2012

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Invitation for Proposal No. 120307-2 for Pavement Marking** my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

It is my intention to subcontract a portion of the work.

_____ X _____

It is not my intention to subcontract a portion of the work.

Traffic Safety Inc.
Name of Business

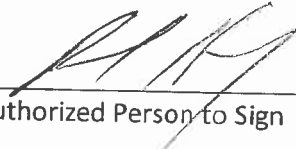

By: (Signature)

President
Title

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

STATE AND FEDERAL EMPLOYEMENT LAWS AGREEMENT

The Contractor and his subcontractors agree to and will comply with all State and Federal Employment Laws including but not limited to Laws prohibiting the hiring or employment of unauthorized aliens.



Signature of Authorized Person to Sign

Russel Hardy

Printed Name

President

Title

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

OFFER PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Invitation for Bid document.

Signature also certifies the Contractors Bid proposal is genuine, and is not in any way collusive or a sham; that the Bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other firm which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the firm submitting this proposal.

Contract Number: 120307-2 PAVEMENT MARKING

Contractor Submitting Proposal:

For Clarification of this offer, contact:

Traffic Safety Inc
Company Name

Name: Russel Hardy

8901 Laredo Dr
Address

Phone No.: 928-775-0813

Fax No.: 928-772-8570

Prescott Valley AZ 86314
City State Zip

Email: russele@cableone.net


Signature of Authorized Representative

Russel Hardy
Printed Name

President
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

REQUEST FOR PROPOSALS
BID NO.: 120307-2 PAVEMENT MARKING

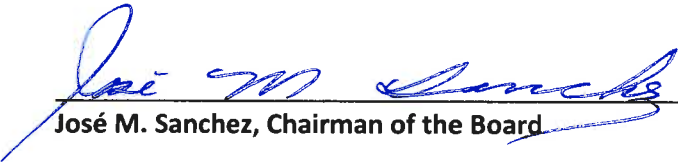
Offer Page continued.....

The Contractor Traffic Safety Inc. is now bound to provide the materials or services listed in Invitation for Proposals Number 120307-2, including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this bid until Contractor receives written notice to proceed after the signing of the contract.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this 4th day of August, 2008.



José M. Sanchez, Chairman of the Board

ATTEST:



Steven L. Besich, Clerk of the Board / County Manager

APPROVED AS TO FORM:



Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Regular BOS Meeting

Date: 09/21/2010

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Claudia DalMolin, Sheriff's Office

Department: Sheriff's Office

Fiscal Year: Budgeted?:

Contract Dates - Begin & End:

Grant?:

Matching Requirement?: Fund?:

Presenter's Name:

Information

Request/Subject

Drug, Gang, and Violent Crime Control Program Grant Agreement for FY2011

Background Information

The Arizona Criminal Justice Program Grant funds five (5) FTEs to enhance drug, gang, and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate, and treat drug, gang, and related violent crime offenders.

Evaluation

This program is imperative to support the ongoing efforts of the Gila County Narcotics Task Force. The primary objective is to disrupt, interdict, and dismantle drug trafficking and drug organizations as well as promote education and awareness to the citizens of Gila County and to secure the welfare of the public.

Conclusion

The Gila County Sheriff's Office requests your consideration in approving the renewal of this FY11DGVCC program.

Recommendation

The Gila County Sheriff's Office recommends the Board of Supervisors' approval of the Grant Adjustment Notice which renews a grant agreement for the FY11DGVCC Gila County Drug, Gang and Violent Crime Control Program for an additional year with \$344,288 of additional funding.

Suggested Motion

Approval of FY11DGVCC Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program Grant Adjustment Notice (Grant No. DC-10-036/Adjustment No. 1) advising of the renewal of a grant agreement between the Arizona Criminal Justice Commission and the Gila County Sheriff's Office in the amount of \$344,288 for a total adjusted grant award amount of \$688,576 and extending the grant agreement expiration date from June 30, 2010, to June 30, 2011. All funds will be utilized by the Gila County Drug, Gang and Violent Control Task Force.

Attachments

Link: ACH Vendor Authorization

Link: Task Force Benchmarks

Link: [ACJC Program Income](#)

Link: [Grant extention](#)

Link: [Grant adjustment cover page](#)

Link: [Grant Adjustment Notice 1](#)

Link: [Grant Adjustment Notice 2](#)



State of Arizona - Department of Administration - General Accounting Office (GAO)
ACH Vendor Authorization - Attn: Vendor Setup - 100 N 15th Ave, STE 302, Phoenix, AZ 85007

Please notify all State agencies that you do business with of any ACH requests

Section 1	REQUEST TYPE <input checked="" type="radio"/> New <input type="radio"/> Change <input type="radio"/> Cancellation, Cancellation Reason: 										
Section 2	PAYEE IDENTIFICATION										
	Federal Employer's Identification Number (EIN) 8 6 - 6 0 0 0 4 4 4		Disclosure of your social security number is voluntary pursuant to 42 U.S.C. 405(c)(2)(C). The State of Arizona will use your SSN or EIN to file required information returns with the Internal Revenue Service.								
	<input type="radio"/> State Employee EIN 		<input type="radio"/> Social Security Number (SSN) - 								
Payee's Name		GILA COUNTY TREASURER		Phone	928-402-8700	Ext					
Address		P.O. BOX 1093		City	GLOBE	State	AZ	Zip Code	85502		
Section 3	CHANGE INFORMATION-FOR CHANGE REQUEST ONLY										
	Changing: <input type="checkbox"/> Financial Institution		<input type="checkbox"/> Account Type		<input type="checkbox"/> Account Number		<input type="checkbox"/> Authorized Signers				
	Previous Financial Institution: 		Previous Account Type: <input type="radio"/> Checking <input type="radio"/> Savings		Previous Account Number: 						
Section 4	AUTHORIZATION FOR NEW SETUP, CHANGE(S) OR CANCELLATION										
	Pursuit to A.R.S. Sec. 35-185, I authorize the Arizona Department of Administration (ADOA), General Accounting Office (GAO) to process payments owed to me by the State of Arizona (State) via Automated Clearing House (ACH) deposits. The State shall deposit the ACH payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or made impossible, or my electronic payments may be erroneously made.										
	I authorize the State to withdraw from the designated account all amounts deposited electronically in error. If the designated account is closed or has an insufficient balance to allow withdrawal, then I authorize the State to withhold any payment owed to me by the State until the erroneous deposited amount are repaid. If I decide to change or revoke this authorization, I recognize that I must forward such notice to the ADOA-GAO. The change or revocation is effective on the day the ADOA-GAO processes the request.										
	I certify that I have read and agree to comply with the State's rules governing payments and electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended, or repealed. I consent to, and agree to, comply with these rules even if they conflict with this authorization form.										
	I authorize the State to stop making electronic transfers to my account without advance notice.										
I certify that I am authorized to contract for the entity receiving deposits pursuant to this agreement, that all information provided is accurate.											
Section 4	Name	DEBORA SAVAGE		Authorized Signature (Required)	<i>Debora Savage</i>		Title	GILA COUNTY TREASURER	Date	6-29-10	
	Additional Authorized Signers										
	Name			Authorized Signature			Title		Date		
	Name			Authorized Signature			Title		Date		
	Name			Authorized Signature			Title		Date		
I would like to receive addendum records in the following format: <input type="radio"/> CTX <input type="radio"/> CCD <input type="radio"/> CCD+											
Please Note: If your financial institution is unable to receive addendum information, detailed information can be obtained online at http://venpay.gao.azdoa.gov .											
Section 5	-----If State Employee, attach a cancelled check here-----										
	FINANCIAL INSTITUTION (Must be completed by a financial institution representative) -FOR NEW OR CHANGE REQUEST ONLY										
	Financial Institution Name					JP MORGAN CHASE		Phone		Ext	
	Address			201 N. CENTRAL AVE. 21ST FLOOR		City	PHOENIX	State	AZ	Zip Code	85004
	Routing Transit #		122100024		Customer Account #		11804047		Account Type		<input checked="" type="radio"/> Checking <input type="radio"/> Savings
	Financial Institution Representative Name					TONIQUE F SMITH		Title			CLIENT SERVICES PROFESSIONAL
Signature (Required)				<i>Tonique Smith</i>		Date	7/2/10	Phone	(602) 221-2910	Ext	
GAO USE ONLY											
Section 6	Verified by and date		Entered by and date		Vendor #			MC			
	Prenote date		Input verified by		Approved by						

Drug Task Forces

Agency:

(Choose from Drop Down List)

Performance Measure	Benchmark	FY 2011 Estimated
Drug Value Removed per Grant Dollar Expended	\$30.21	
Value of Drugs (estimated value of drugs seized and purchased)		\$10,400,204.00
Grant Funds Expended (FY10 grant amount)		\$344,288.00
Arrests per Investigation	1.00	
Number of Arrests		133
Investigations Closed		133
% of Investigations closed	1.00	
Investigations Closed		133
Total Investigations		133

Please enter estimated numbers for each Performance Measure in the yellow boxes. The Benchmark values will automatically calculate. Any notes you wish to make to explain the estimate or the methodology used can be input into the "Notes" column.

Notes

This statistics they do not reflect the month of June 2010

PROGRAM INCOME FORMULA WORKSHEET

PROGRAM CYCLE 23

Drug Gang Violent Crime Control (DGVCC) fka BYRNE/JAG Grant

Gila County Sheriff's Office - DC-10-036

Also reporting for the Gila County Attorney's Office - DC-10-027

Total Number of Employees Paid by DGVC Grant:	5.25 (ACJC FTE Portion)
Total Number of Employees Working on Grant:	14.75 (= ACJC + Remaining FTE Portion)
Program Income Formula:	36% (= Byrne/Total Task Force)

Total Allowable Program Income:

Grant Related Program Income \$0 (= Program Income x Formula)

Percentage of Federal Funding: 100.00% (Cycle 23 - Federal Portion)

Total Reportable Program Income: \$0 (= Federal Share of Program Income)

Instructions:

1. This form is password protected; therefore, not all cells will be editable.
2. Enter "Total Allowable Program Income" into the green shaded field.
3. Enter "Total Reportable Program Income" into the monthly financial report.
4. Retain a copy of this form with the monthly financial report form.
5. Submit the signed monthly financial report form to dcadmin@azcjc.gov.

DalMolin, Claudia

From: Sieber, Carter [csieber@azcjc.gov]
Sent: Monday, July 26, 2010 4:59 PM
To: DalMolin, Claudia
Subject: RE:
Attachments: image001.gif; image003.png

Claudia,

Your grant has been extended by the grant adjustment notice sent on 6/22/10. Basically, the grant budget has been doubled and the ending date extended one year. There will not be a new grant agreement or other formalized grant renewal documentation. Let me know if you have any questions or need additional assistance.

Thanks,

Carter

From: Sieber, Carter [mailto:carter@azcjc.gov]
Sent: Tuesday, June 22, 2010 1:50 PM
To: Sanchez, Johnny
Cc: DalMolin, Claudia
Subject: Grant Renewal

Dear Grantee:

The Arizona Criminal Justice Commission has approved the renewal of funding for your agency's FY10 Drug, Gang and Violent Crime Control Program grant.

In accordance with the Commission's approval, your current FY10 grant has been extended and the project budget has been increased. (A copy of the Grant Adjustment Notice is attached.) Please note the adjusted budget line items and the adjusted grant end date.

In order to complete the renewal process, ACJC requests the submittal of the following three items: 1) Updated program income worksheet, 2) Estimated FY11 performance measure worksheet, 3) ACH enrollment form. The program income worksheet, estimated performance measure, and ACH enrollment forms and instructions are attached.

The completed program income and performance measurement worksheets must be submitted via email to: dcadmin@azcjc.gov. The ACH enrollment form must be returned to the General Accounting Office for further processing. Please submit these items by Friday, July 9, 2010.

Please do not hesitate to contact me should you have questions or need assistance.

Thank you,

Carter Sieber
Grants Coordinator
Arizona Criminal Justice Commission
1110 W. Washington St., Ste 230
Phoenix, AZ 85007
Office (602) 364-1168
csieber@azcjc.gov

6/22/2010

Grant Adjustment Notice (GAN)

Date 6/3/2010

Adjustment Number 1

Grant Number DC-10-036 CFDA Number 16.803 Grantee Manager Johnny Sanchez

Grantee Name and Address

Johnny Sanchez
Gila County Sheriff's Office (Administration) (Administration)
PO Box 311
1100 South Street
Globe, AZ 85502

Project Title

Drug, Gang, and Violent Crime Task Force

Adjusted Grant Award Amount

Previous Award Amount \$344,288.00

Additional Grant Award Amount \$344,288.00

Adjusted Grant Award Amount \$688,576.00

Adjusted Grant Period

Start Date 7/1/2009 Current End Date 6/30/2010 New End Date 6/30/2011

Budget Adjustment

Category	Current Budget Amount	Adjusted Budget Amount
Personnel (Full Time/Part Time)	\$223,456.00	\$567,744.00
Personnel (Overtime)	\$0.00	\$0.00
Personnel (ERE)	\$120,832.00	\$120,832.00
Consultant/Contractual Services	\$0.00	\$0.00
Travel (In State)	\$0.00	\$0.00
Travel (Out of State)	\$0.00	\$0.00
Confidential Funds	\$0.00	\$0.00
Operating Expenses (Supplies)	\$0.00	\$0.00
Operating Expenses (Registration/Training)	\$0.00	\$0.00
Operating Expenses (Other)	\$0.00	\$0.00
Equipment Purchases (Capital)	\$0.00	\$0.00
Equipment Purchases (Non-Capital)	\$0.00	\$0.00

Total	\$344,288.00	\$688,576.00
Other Adjustments		
FY11 Renewal		
For ACJC Staff	Program Manager Signature and Title	
Carter Sieber		Tony Vidale

Regular BOS Meeting

Date: 09/21/2010

Submitted For: Berthan DeNero,
Personnel Director

Information

Subject

Personnel Report/Actions for the weeks of 09/14/10 and 09/21/10

Suggested Motion

Approval of personnel reports/actions for the weeks of September 14, 2010, and September 21, 2010.

Attachments

Link: [09/14/10 Personnel Report](#)

Link: [09/21/10 Personnel Report](#)

PERSONNEL ACTION ITEMS
SEPTEMBER 14, 2010

DEPARTURES FROM COUNTY SERVICE:

1. Tiffani Horton – Globe Regional Justice Court – Justice Court Clerk Associate – 08/27/10 - General Fund – DOH 03/22/10 – Failure to complete probationary period

TEMPORARY HIRES TO COUNTY SERVICE:

2. Richard Ruiz – Board of Supervisors – Temporary Laborer – 08/25/10 – Constituent Services II Fund
3. Manuel Rodriguez - Board of Supervisors – Temporary Laborer – 08/25/10 – Constituent Services II Fund
4. Billy Tarango - Board of Supervisors – Temporary Laborer – 08/25/10 – Constituent Services II Fund

DEPARTMENTAL TRANSFERS:

5. Joel McDaniel – Public Works Consolidated Roads – From Road Maintenance Worker – To Road Maintenance/Equipment Operator – 08/02/10 – Public Works Fund

REQUEST PERMISSION TO POST:

6. Administrative Services – Administrative Clerk – Vacated by Kimberly Rust

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

7. Christopher Bender - Sheriff's Office – Deputy Sheriff – 08/30/10 - General Fund – DOH 11/27/06 - Resigned

PERSONNEL ACTION ITEMS
SEPTEMBER 21, 2010

DEPARTURES FROM COUNTY SERVICE:

1. Keith Van Zile – Probation – Deputy Probation Officer 2 – 08/27/10 – State Aid Enhancement Fund – DOH 08/30/99 – Resigned
2. Nicholas Campagna - Health and Community Services – Animal Control Worker – 09/03/10 – Rabies Control Fund - DOH 11/11/09 – Resigned

HIRES TO COUNTY SERVICE:

3. Joshua Clark – County Attorney – Deputy Attorney Part Time – 09/20/10 - General Fund – Replacing Carolyn Borcharding

END PROBATIONARY PERIOD:

4. Ernie Meeske – County Attorney – Chief Detective – 09/13/10 - General Fund
5. Carlos Mejia – County Attorney – Detective – 09/13/10 - General Fund

POSITION REVIEW:

6. Kasey Jankowski - Health and Community Services – Community Health Assistant – 08/30/10 – 100% Health Start Fund
7. Kyle Mann – County Attorney – From Deputy Attorney – To Deputy Attorney Senior – 09/27/10 - General Fund

REQUEST PERMISSION TO POST:

8. Health and Community Services – Community Health Assistant – Position vacated by Kasey Jankowski
9. Health and Community Services – Animal Control Worker – Position vacated by Nicholas Campagna
10. Globe Regional Justice Court – Justice Court Clerk Associate – Position vacated by Tiffany Horton

SHERIFF'S PERSONNEL ACTION ITEMS

HIRES TO COUNTY SERVICE:

11. Rion Ramirez - Sheriff's Office - Detention Officer – 09/13/10 - General Fund

END PROBATIONARY PERIOD:

12. Misty Allinson - Sheriff's Office – Sheriff Records Supervisor – 09/13/10 - General Fund
13. Matthew Hill – Sheriff's Office – Deputy Sheriff – 09/13/10 - General Fund