

PURSUANT TO A.R.S. SECTION 38-431.01, 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 - MONDAY, AUGUST 18, 2014 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PUBLIC HEARINGS:**
 - A. Information/Discussion regarding Ordinance No. 2014-03, which is the amended "Building Code Ordinance" for the unincorporated areas of Gila County, and to inform the public that the Board of Supervisors will conduct another public hearing on September 2, 2014, to adopt as amended Ordinance No. 2014-03. **(Bob Gould)** Continued
 - B. Information/Discussion/Action to adopt as amended Ordinance No. 2014-04, which is known as the "Zoning Ordinance for Unincorporated Areas of Gila County, Arizona." **(Bob Gould)** Adopted
3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to set primary and secondary property tax rates for 2014 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. 14-08-01 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2014-2015. **(Don McDaniel)** Adopted
 - B. Information/Discussion/Action to adopt Resolution No. 14-08-02 authorizing the installation of regulatory signage at the intersection of Scott Avenue and Inspiration Drive in Gila County. **(Steve Sanders)** Adopted
 - C. Information/Discussion/Action to adopt Resolution No. 14-08-03 authorizing the installation of regulatory signage at the intersection of Montecito Drive and Basham Road in Gila County. **(Steve Sanders)** Adopted

D. Information/Discussion/Action to approve a purchase requisition to Pioneer Title Agency in the amount of \$349,227 for the purchase of property needed in Tonto Basin for right-of-way for the Tonto Creek Bridge; and authorize the Chairman's signature on all documents related thereto. **(Steve Sanders)** Approved

E. Information/Discussion/Action to approve a Road Project Agreement (FS Agreement No. 14-RO-11031200-022) between the United States Department of Agriculture, Forest Service, Tonto National Forest and Gila County to receive \$342,644 for the surfacing project of Forest Road 512 (Young Road), effective through September 30, 2014, at which time it will expire unless extended. **(Steve Sanders and Jeff Hessenius)** Approved

F. Information/Discussion/Action to review the bid submitted for Invitation for Bid No. 060314 for the purchase of MC800-TR chip seal oil for Gila County road maintenance and repair; award to the lowest, responsible and qualified bidder, and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius and Steve Stratton)** Awarded

G. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 042314 for janitorial service in northern Gila County; award to the lowest, most responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius and Steve Stratton)** Awarded

4. **CONSENT AGENDA ACTION
ITEMS: (Any matter on the Consent
Agenda will be removed from the
Consent Agenda and discussed and
voted upon as a regular agenda item
upon the request of any member of the
Board of Supervisors.)**

A. Approval of two Special Event Liquor License Applications submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at the 2014 Gila County Fair on September 18-19, 2014, and September 20, 2014. Approved

B. Acknowledgment of the July 2014 monthly activity report submitted by the Globe Regional Constable's Office Acknowledged

- | | | |
|----|---|--------------|
| C. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of July 21, 2014, to July 25, 2014; and July 28, 2014, to August 1, 2014. | Acknowledged |
| D. | Approval of finance reports/demands/transfers for the weeks of August 12, 2014, and August 19, 2014. | Approved |
5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager 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

ARF-2673

Public Hearing 2. A.

Regular BOS Meeting

Meeting Date: 08/18/2014

Submitted For: Robert Gould, Community
Development Division Director

Submitted By: Robert Gould, Community
Development Division Director,
Community Development Division

Department: Community Development Division **Division:** Building

Information

Request/Subject

Adopt as Amended Ordinance No. 2014-03, the Gila County Building Code Ordinance

Background Information

Ordinance No. 2014-03 with proposed revisions repeals the current Building Code Ordinance of the County of Gila last amended on June 28, 2011, and replaces it in its entirety with the Gila County Building Code with amendments for the unincorporated areas of Gila County.

The current ordinance consists of 8 Codes from mostly the Code year of 2003, whereas the proposed ordinance includes 9 Codes from mainly 2012. The one additional code pertains to the Americans with Disabilities Act (ADA).

Evaluation

Building materials as well as construction technologies and methods are constantly evolving. Many of these new products and improvements make their way into the Codes. This allows both the residential and commercial builder more options and flexibility when designing and constructing.

Updated Codes also correct errors and clarify the intent of code sections from previous code books as well as removing any issues that have been found to be a problem or dangerous.

The amendments consist largely of recommendations from the Arizona Building Officials Organization and some general housekeeping items.

These newer versions of the Codes also contain advancements in building safety in an effort to further protect the occupants.

Other Arizona municipalities and jurisdictions have already or are currently in the process of adopting these same year Codes. This allows consistency and greatly benefits the draftsman, architect, and contractor when they conduct business in multiple areas of the state.

Conclusion

While there will be some added construction costs with the adoption of these new Codes, it is partially offset by the increased choices of building materials, building methods, and improvements in building safety.

At the time of this writing it was decided to change this proposed Ordinance to the new format for Countywide ordinances. The public hearing will be held on this date because the public hearing notice has been advertised in the official County newspaper, the Arizona Silver Belt. Another public hearing notice will be advertised for a hearing date of September 2nd so that the Board of Supervisors and the public will be able to view and comment on the "final" Building Code Ordinance prior to the Board taking an action to adopt it.

Recommendation

Staff recommends that the Board of Supervisors conduct a public hearing regarding Ordinance No. 2014-03, the amended Gila County Building Code Ordinance, but defer taking an action to adopt the Ordinance until September 2, 2014, at which time the "final" Building Code Ordinance will be presented to the Board of Supervisors for adoption.

Suggested Motion

Information/Discussion regarding Ordinance No. 2014-03, which is the amended "Building Code Ordinance" for the unincorporated areas of Gila County, and to inform the public that the Board of Supervisors will conduct another public hearing on September 2, 2014, to adopt as amended Ordinance No. 2014-03. **(Bob Gould)**

Attachments

Bldg. Code Ordinance

Staff Report

Legal Notice



GILA COUNTY BUILDING CODE

An Ordinance of the Board of Supervisors of Gila County, Arizona repealing the previously adopted BUILDING CODE ORDINANCE OF THE COUNTY OF GILA in its entirety and providing for the adoption of this GILA COUNTY BUILDING CODE regulating the construction, alteration, conversion, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of the buildings and structures and appurtenances to such buildings and structures in Gila County; providing penalties for violation thereof; providing for the issuance of permits and collection of permit fees; and providing for an Advisory and Appeals Board.

IT IS HEREBY ORDAINED BY THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA AS FOLLOWS:

That the previously adopted BUILDING CODE ORDINANCE OF THE COUNTY OF GILA is hereby repealed in its entirety and this GILA COUNTY BUILDING CODE is adopted to read as follows:

SECTION 1. TITLE

This Ordinance shall be known as the GILA COUNTY BUILDING CODE.

SECTION 2. INTENT AND PURPOSE

The purpose of this code is to provide minimum requirements to safeguard the public health, safety and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

SECTION 3. ADMINISTRATION

- A. The Building Safety Department shall administer this Ordinance. The official responsible for the administration of this ordinance shall be the Chief Building Official of Gila County. The rules for administering this Ordinance are as noted in the respective codes as adopted or as otherwise provided herein.
- B. All permits or licenses issued by authority of this ordinance shall comply with the provisions of this Ordinance. Any permit or license issued in conflict with the provisions of this Ordinance shall be considered null and void and have no effect.
- C. Nothing contained in this Ordinance shall conflict with the exemptions provided pursuant to Arizona Revised Statutes Title 11, Chapter 6, Article 5, § 11-812 and § 11-865.

SECTION 4. DEFINITIONS

Terms used in this Ordinance shall be defined as provided in the adopted code books, appendices and amendments listed in Section 4 BUILDING CODE of this Ordinance, except as herein otherwise provided.

1. Building Official or Chief Building Official shall mean the Chief Building Official of Gila County.
2. Board shall mean the Gila County Board of Supervisors unless the reference is within Section 8 of this Ordinance and/or is clearly intended to mean the Advisory and Appeals Board.
3. Board of Supervisors shall mean the Gila County Board of Supervisors.
4. Building Code or Gila County Building Code shall mean this Building Code Ordinance and, more specifically, the collection of code books, appendices and amendments listed in Section 4 BUILDING CODE of this Ordinance.
5. Building Code Ordinance or this Ordinance shall mean this complete Ordinance.
6. County or Gila County shall mean the unincorporated areas of Gila County excluding Indian Reservations.
7. HUD shall mean the U.S. Department of Housing and Urban Development.
8. LPG shall mean liquefied petroleum gas.
9. OMH shall mean the State of Arizona Office of Manufactured Housing.

SECTION 5. BUILDING CODE

The following described documents containing the following described codes, appendices and amendments are hereby adopted by reference, as if fully set out herein, as the Gila County Building Code pursuant to Arizona Revised Statutes Title 11, Chapter 6, Article 5, § 11-861.

- A. **International Residential Code**, 2012 edition as published by the International Code Council, Inc. including:

Appendix A (Sizing and Capacities of Gas Piping)

Appendix B (Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use with Type B Vents)

Appendix C (Exit Terminals of Mechanical Draft and Direct-vent Venting Systems)

Appendix G (Swimming Pool, Spas and Hot Tubs)

Appendix H (Patio Covers)

Appendix J (Existing Buildings and Structures)

as well as the following amendments:

1. Amend section **R101.1 Title** by replacing [NAME OF JURISDICTION] with “Gila County”.
2. Amend section **R105.2 Work exempt from permit. Building 1.** by adding “non-habitable” after “similar” and by adding “Detached accessory structures shall be located an approved distance from other structures and property lines.”
3. Amend section **R105.2 Work exempt from permit. Building 2.** by replacing the wording in this subsection with “Wood, wire, chain link and similarly constructed fences not over 6 feet high. Rock, concrete, masonry and similarly constructed fences not over 4 feet high unless retaining earth.”
4. Amend section **R105.2 Work exempt from permit. Building 3.** by deleting “are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall” and replacing it with “will retain 24 inches or less of unbalanced fill”.
5. Amend section **R105.2 Work exempt from permit. Building 10.** by adding “Detached” before “Decks”, by deleting “are not attached to a dwelling and do not serve the exit door required by Section R311.4” and by adding “Detached accessory structures shall be located an approved distance from other structures and property lines.”
6. Delete section **R105.3.1.1 Determination of substantially approved or substantially damaged existing buildings in flood hazard areas.**
7. Delete section **R112 BOARD OF APPEALS.**
8. Replace **Table R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA** with the following table on next page:

TABLE R301.2(1) AMENDED		
CLIMATIC and GEOGRAPHIC DESIGN CRITERIA for GILA COUNTY		
SNOW LOADS ¹		
BELOW 4,500 ft. elevation	4,500 to 6,000 ft. elevation	ABOVE 6000 ft. elevation
ROOF LIVE LOAD 20 PSF ²	ROOF LIVE LOAD 40PSF	ROOF LIVE LOAD 40 PSF ³
GROUND SNOW LOAD 28 PSF	GROUND SNOW LOAD 57 PSF	GROUND SNOW LOAD 57 PSF ³
Includes: Christmas, Claypool, Cutter, Deer Creek Village, Doll Baby Ranch, Dripping Springs, Gisela, Globe, Gila County Fairgrounds, Greenback Valley, Hayden, Jakes Corner, Miami, North Bay Estates, Punkin Center, Roosevelt, Rye, Tonto Basin, Tonto Creek Shores, Wheatfields, Winkelman	Includes: Bear Flat, Beaver Valley, Bonita Creek Estates, Camp Geronimo, Christopher Creek, East Verde Park, El Capitan, Ellison Creek Estates, Flowing Springs, Geronimo Estates, Haigler Creek subdivision, Hunter Creek Ranch, Kohl's Ranch, Mesa Del Caballo, Oxbow Estates, Payson, Pine, Rose Creek Lodge, Round Valley, Strawberry, Tonto Natural Bridge, Tonto Village, Verde Glen, Whispering Pines, Young	Includes: Canyon Creek Fish Hatchery, Colcord Mountain Estates, Diamond Point Lookout, El Capitan Peak, Gordon Canyon Ranch, Mazatzal Peak, Mead Ranch, Mountain Meadows, Mt. Ord, Nail Ranch, OW Ranch, Pinal Peak, Ponderosa Springs, Signal Peak, Tonto Creek Fish Hatchery, Washington Park

1. Some ground snow loads were interpolated from known roof snow loads.

2. The minimum roof / live load required by Code = 20 psf

3. or per historical data available.

SEISMIC DESIGN CATEGORY ^{4,5}		WIND DESIGN
B	C	County-wide
Includes: Christopher Creek, Doll Baby Ranch, East Verde Park, Gisela, Geronimo Estates, Haigler Creek, Hayden, Jake's Corner, Kohl's Ranch, Payson, Pine, Ponderosa Springs, Punkin Center, Rose Creek Ranch, Rye, Roosevelt, Roosevelt Lake Estates, Strawberry, Tonto Basin, Tonto Village, Wheatfields, Washington Park, Whispering Pines, Winkelman, Young	Includes: Chapparal Estates, Central Heights, Copper Canyon Ranches, Christmas Mine, Claypool, Cutter, Dripping Springs, Dripping Springs Rd., El Capitan, Gila County Fairgrounds, Globe, Hobbs Ranch Rd., Miami, Peridot, Pioneer Hills, Pioneer Pass Rd., Russell Gulch Rd., San Carlos, San Carlos Reservoir, Six Shooter Canyon	<p>SPEED:</p> <p>3 Second gust = 90 m.p.h. Fastest mile wind speed = 76 m.p.h.</p> <p>TOPOGRAPHIC EFFECTS:</p> <p>No (Exposure B is presumed)</p>

4. See map on file in Community Development for more detailed information.

5. Site Category D is presumed

FACTORS AFFECTING DESIGN		
	BELOW 4,500 feet	4,500 feet and ABOVE
WEATHERING	Negligible	Moderate
FROST	Bottom of footing must be 12" min. below undisturbed ground surface.	Bottom of footing must be 12" min. below undisturbed ground surface and 18" min. below finished grade.
WINTER DESIGN TEMP	Averages 28 degrees	Averages 17 degrees
MEAN ANNUAL TEMPERATURE	Averages 65 degrees	Averages 55 degrees ⁶
AIR FREEZING INDEX	Less than 1500 cumulative degree days below freezing	
ICE BARRIER UNDERLAYMENT	Not required	
TERMITES	Moderate to heavy	
FLOOD HAZARDS	As determined by the Gila County Floodplain Dept. and/or Engineer	

6. Based on Payson area.

9. Amend **Table R301.5 MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS** by replacing the number “30” with “40” for habitable attics and attics with fixed stairs.
10. Amend **Table R301.5 MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS** by replacing the number “20” with “40” for sleeping rooms.
11. Amend **R305.1.1 Basements** by adding “garages and porches” after the words “laundry rooms”.
12. Amend **R310.5 Emergency escape windows under decks and porches** by adding “relatively level and unobstructed” before the word “path” and by adding “by 36 inches in width for a maximum distance of 8 feet after the words “36 inches in height”.
13. Amend **R311.3.1 Floor elevations at the required egress doors** by deleting “7 ¾ inches (196 mm)” and replacing it with “8 inches”.
14. Amend **R311.3.2 Floor elevations for other exterior doors** by deleting “7 ¾ inches (196 mm)” and replacing it with “8 inches”.
15. Amend **R311.7.5.1 Risers** by deleting “7 ¾ inches (196 mm)” and replacing it with “8 inches”.
16. Amend **R312.1.2 Height** by deleting “adjacent fixed seating”.
17. Delete section **R313.2 One- and two-family dwellings automatic fire systems**.
18. Delete **Chapter 11 Energy Efficiency**.
19. Amend section **M1503.1 General** by adding “Changes in duct size or direction shall be made through the use of an approved mechanical connection. Taped connections and/or transitions are prohibited.”
20. Amend section **G2412.2 Liquefied petroleum gas storage** by adding “Installation and placement of liquefied petroleum gas (LPG) tanks that supply a LPG piping system regulated by this code must be permitted and inspected.”
21. Amend section **G2415.12 Minimum burial depth** by deleting “except as provided for in Section G2415.12.1” and replacing it with “for metal piping and a minimum depth of 18 inches (457 mm) below grade for plastic piping”
22. Delete section **G2415.12.1 Individual outside appliances**.
23. Delete section **P2904.1.1 Required sprinkler locations**.
24. Amend section **E3404.9 Energized parts guarded against accidental contact** by adding “Ground mounted photovoltaic systems containing energized parts operating at 50 volts or more shall be guarded against accidental contact by approved enclosures.”
25. Amend section **E3903.2 Habitable rooms** by adding “The wall switch shall be readily accessible and located in close proximity to the entrance of the room being entered.”

26. Amend section **E3903.3 Additional locations** by adding “and the interior” after the word “exterior”.

B. **International Building Code**, 2012 edition as published by the International Code Council, Inc. including:

Appendix C (Group U-Agricultural Buildings)

Appendix H (Signs)

Appendix I (Patio Covers)

as well as the following amendments:

1. Amend **Section 101.1 Title** by replacing [NAME OF JURISDICTION] with “Gila County”.
2. Amend **Section R105.2 Work exempt from permit. Building 1.** by adding “non-habitable” after “similar” and by adding “Detached accessory structures shall be located an approved distance from other structures and property lines.”
3. Amend **Section 105.2 Work exempt from permit. Building 2** by replacing the wording in this subsection with “Wood, wire, chain link and similarly constructed fences not over 6 feet high. Rock, concrete, masonry and similarly constructed fences not over 4 feet high unless retaining earth.”
4. Amend section **R105.2 Work exempt from permit. Building 4.** by deleting “are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall” and replacing it with “will retain 24 inches or less of unbalanced fill”.
5. Delete **Section 113 BOARD OF APPEALS.**
6. Amend **Section 202 Definitions** by adding the following definitions:

Assisted Living Center. An assisted living facility that provides resident rooms or residential units to eleven or more residents.

Assisted Living Facility. A residential care institution, including adult foster care, that provides or contracts to provide supervisory care services, personal care services or directed care services on a continuing basis.

Assisted Living Home. An assisted living facility that provides resident rooms to ten or fewer residents.

Directed Care Service. Care of residents, including personal care services, who are incapable of recognizing danger, summoning assistance, expressing need, or making basic care decisions.

Supervisory Care Service. General supervision, including daily awareness of resident functioning and continuing needs.

7. Amend **Section 202 Definitions** by replacing the definition for **Personal Care Service** with “Assistance with activities of daily living that can be performed by persons without professional skills or professional training and includes the coordination or provision of intermittent nursing services and administration of medications or treatments.”
8. Amend **Section 308.3 Institutional Group I-1** to read as follows:
“This occupancy shall include buildings, structures or portions thereof for more than 16 persons who reside on a 24 hour basis in a supervised environment, receive *custodial care*, and are capable of self-preservation, except as provided for *assisted living centers*. This group shall include, but not be limited to, the following:”
9. Amend **Section 308.3 Institutional Group I-1** by replacing “*Assisted living facilities*” with “*Assisted living centers*”.
10. Amend **Section 308.3.2 Six to sixteen person receiving care** by adding “, except as provided for *assisted living homes*” after the words “Group R-4”.
11. Amend **Section 308.4 Institutional Group I-2** by replacing “*Nursing homes*” with “*Assisted Living Centers*.”
12. Delete **Section 308.4.1 Five or fewer persons receiving care**.
13. Amend **Section 310.5.1 Care facilities within a dwelling** to read as follows:
“Licensed care facilities for 10 or fewer persons receiving care that are within a single-family dwelling are permitted, provided that the requirements of Section 425 for this code are met.”
14. Amend **Section 310.6 Residential Group R-4** by adding “except as provided for *assisted living homes*” after the words “self preservation”.
15. Amend **Section 310.6 Residential Group R-4** by replacing “*Assisted living facilities*” with “*Assisted living homes*”.
16. Amend **Section 310.6 Residential Group R-4** by adding “and Section 425” after the words “in this code”.
17. Amend **Section 310 Residential Group R** by adding the following sections:

Section 310.6.1 Condition 1. This occupancy condition shall include facilities licensed to provide supervisory care services, in which occupants are capable of self-preservation by responding to an emergency situation without physical assistance from staff. Condition facilities housing more than 10 persons shall be classified as Group I-2.

Section 310.6.2 Condition 2. This occupancy condition shall include facilities licensed to provide personal or directed care services, in which occupants are incapable of self preservation by responding to an emergency situation without physical assistance from staff. Condition 2 facilities housing more than 10 persons shall be classified as Group I-2.
18. Amend **Chapter 4 Special Detailed Requirements Based On Use and Occupancy** by adding the following section:
Section 425 ASSISTED LIVING HOMES

425.1 Applicability. The provisions of this section shall apply to a building or part thereof housing not more than 10 persons, excluding staff, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment, which provides licensed care services. Except as specifically required by this division, R-4 occupancies shall meet all the applicable provisions of Group R-3.

425.2 General. Building or portions of buildings classified as R-4 may be constructed of any materials allowed by this code, shall not exceed two stories in height nor be located above the second story in any building and shall not exceed two thousand square feet above the first story, except as provided in Section 506.

425.3 Special Provisions. R-4 occupancies having more than 2000 square feet above the first story shall be of not less than one-hour fire-resistive construction throughout.

425.3.1 Mixed Uses. R-4 occupancies shall be separated from other occupancies as provided in Table 508.4.

425.4 Access and Means of Egress Facilities

425.4.1 Accessibility. R-4 occupancies shall be provided with at least one accessible route as provided in Section 1104.1.

425.4.2 Exits

425.4.2.1 Number of Exits. Every story, basement, or portion thereof shall have not less than two exits.

Exception: Basements and stories above the first floor containing no sleeping rooms used by residents may have only one means of egress as provided in Chapter 10.

425.4.2.2 Distance to Exits. The maximum travel distance shall comply with Section 1016, except that the maximum travel distance from the center point of any sleeping room to an exit shall not exceed 75 feet.

425.4.2.3 Emergency Exit Illumination. In event of a power failure, exit illumination shall be automatically provided from an emergency system powered by storage batteries or an onsite generator set installed in accordance with the National Electric Code.

425.4.2.4 Emergency Escape and Rescue. R-4 occupancies shall comply with the requirements of Section 1029, except that Exception #1 does not apply to R-4 occupancies.

425.4.2.5 Delayed Egress Locks. In R-4 Condition 2 occupancies, delayed egress locks shall be permitted in accordance with Section 1008.1.9.7, Items 1, 2, 4, 5, and 6.

425.5 Smoke Alarms and Sprinkler Systems.

425.5.1 Smoke Alarms. R-4 occupancies shall be provided with smoke alarms installed in accordance with Section 907.2.11.2, and such alarms shall be installed in all habitable rooms.

425.5.2 Sprinkler Systems. R-4 occupancies shall be provided with a sprinkler system installed in accordance with Section 903.3.1.3. Sprinkler systems installed under this section

- shall be installed throughout to include attached garages and Condition 2 facilities including any concealed spaces or spaces containing combustible materials. Such systems may not contain unsupervised valves between the domestic water riser control valve and the sprinklers. In Condition 2 occupancies, such systems shall contain water flow switches electrically supervised by an approved supervising station, and shall sound an audible signal at a constantly attended location.
19. Amend **Section 1008.1.2 Door swing** by replacing the wording in exception 4 with “Doors within or serving a single dwelling unit in Groups R-2 and R-3, as applicable in Section 101.2 and R-4.”
 20. Amend **Section 1013.4 Opening limitations** by adding “For guards required more than 8 feet above grade, when a guard is required above the first floor of a building, the requirements of this section cannot be met through the use of horizontal members.”
 21. Amend **Section 1101.2 Design** by replacing the wording with “Buildings and facilities shall be designed and constructed to be accessible in accordance with this code and ICC A117.1, and the “Arizonans with Disabilities Act” (Arizona Revised Statutes, Title 41, Chapter 9, Article 8), and the “Arizonans with Disabilities Act Implementing Rules” (Arizona Administrative Code, Title 10, Chapter 3, Article 4), which rules incorporate the federal “2010 Americans with Disabilities Act Standards for Accessible Design,” and shall apply to new construction and alterations.
 22. Delete **Chapter 13 Energy Efficiency**.
 23. Amend **Table 1607.1 MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS** by replacing the number “30” with “40” for Residential One and two-family dwellings Habitable attics and sleeping areas.
 24. Delete **Section 1612 Flood Loads**
 25. Delete **Section 3109 Swimming Pool Enclosures and Safety Devices**
 26. Amend **Section 3412 Applicability** by replacing [DATE TO BE INSERTED BY THE JURISDICTION...] with “October 1, 1986”.
- C. **International Existing Building Code**, 2012 edition as published by the International Code Council, Inc. as well as the following amendments:
1. Amend **Section 101.1 Title** by replacing [NAME OF JURISDICTION] with “Gila County”.
 2. Delete **Section 112 BOARD OF APPEALS**.
 3. Amend **Section 1401.2 Applicability** by replacing [DATE TO BE INSERTED BY THE JURISDICTION...] with “October 1, 1986”.

D. **National Electrical Code**, 2011 edition as published by the National Fire Protection Association including the following amendment:

1. Amend **Section 90.4 Enforcement** by adding “The procedures and methods used to administer and enforce this code shall be the same as those described in the following portions of the 2012 International Building Code:
 - a. Section 102 APPLICABILITY
 - b. Part 2 ADMINISTRATION AND ENFORCEMENT excluding Section 106 FLOOR AND ROOF DESIGN LOADS.”
2. Amend **Section 110.27(A)** by adding “Ground mounted photovoltaic systems containing live parts operating at 30 volts or more shall be guarded against accidental contact by approved enclosures secured and accessible only to authorized personnel.”

E. **International Plumbing Code**, 2012 edition as published by the International Code Council, Inc. including:

Appendix E (Sizing of Water Piping System)

Appendix F (Structural Safety)

as well as the following amendments:

1. Amend **Section 101.1 Title** by replacing [NAME OF JURISDICTION] with “Gila County”.
2. Amend **Section 106.6.2 Fee schedule** by replacing [JURISDICTION TO INSERT...] with “per the adopted fee schedule.”
3. Amend **Section 106.6.3 Fee refunds** by replacing the wording in this section with “per the Building Code Ordinance, section 7.C PERMIT FEES AND REFUNDS.”
4. Amend **Section 108.4 Violation penalties** by replacing the wording in this section with “per the Building Code Ordinance, section 9 VIOLATIONS AND PENALTIES.”
5. Amend **Section 108.5 Stop work orders** by replacing the wording after “shall be liable” with “per the Building Code Ordinance, section 9 VIOLATIONS AND PENALTIES.”
6. Delete **Section 109 MEANS OF APPEAL.**
7. Amend **Section 305.4.1 Sewer depth** by replacing the first [NUMBER] with “12” and the second [NUMBER] with “12”.
8. Amend **Section 405.3.1 Water closets, urinals, lavatories and bidets** by adding the following:
Exception. Side clearances for accessible or ambulatory water closets shall comply with ICC/ANSI A117.1.
9. Amend **Section 504.6 Requirements for discharge piping** requirement 2 by adding “or discharge at least 6 inches above grade when discharging outdoors.”

10. Amend **Section 504.6 Requirements for discharge piping** requirement #5 by deleting the words “to the floor”.

11. Amend **Section 903.1 Roof extension** by replacing [NUMBER] with “12”.

F. **International Fuel Gas Code**, 2012 edition as published by the International Code Council, Inc. including:

Appendix A (Sizing and Capacities of Gas Piping)

Appendix B (Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use with Type B Vents)

Appendix C (Exit Terminals of Mechanical Draft and Direct-vent Venting Systems)

as well as the following amendments:

1. Amend **Section 101.1 Title** by replacing [NAME OF JURISDICTION] with “Gila County”.
2. Amend **Section 106.6.2 Fee schedule** by replacing [JURISDICTION TO INSERT...] with “per the adopted fee schedule.”
3. Amend **Section 106.6.3 Fee refunds** by replacing the wording in this section with “per the Building Code Ordinance, section 7.C PERMIT FEES AND REFUNDS.”
4. Amend **Section 108.4 Violation penalties** by replacing the wording in this section with “per the Building Code Ordinance, section 9 VIOLATIONS AND PENALTIES.”
5. Amend **Section 108.5 Stop work orders** by replacing the wording after “shall be liable” with “per the Building Code Ordinance, section 9 VIOLATIONS AND PENALTIES.”
6. Delete **Section 109 MEANS OF APPEAL**.
7. Amend **Section 306.3 Appliances in attics** by replacing “largest appliance” with “largest component of the appliance.”
8. Amend **Section 306.4 Appliances under floors** by replacing “largest appliance” with “largest component of the appliance.”
9. Amend section **401.2 Liquefied petroleum gas storage** by adding “Installation and placement of liquefied petroleum gas (LPG) tanks that supply a LPG piping system regulated by this code must be permitted and inspected.”
10. Amend **Section 404.12 Minimum burial depth** by replacing “except as provided for in section 404.12.1” with “for metal piping and a minimum depth of 18 inches (457 mm) below grade for plastic piping.”
11. Delete **Section 404.12.1 Individual outside appliances**.

- G. **International Mechanical Code**, 2012 edition as published by the International Code Council, Inc. including:

Appendix A (Chimney Connector Pass-throughs)

as well as the following amendments:

1. Amend **Section 101.1 Title** by replacing [NAME OF JURISDICTION] with “Gila County”.
2. Amend **Section 106.5.2 Fee schedule** by replacing [JURISDICTION TO INSERT...] with “per the adopted fee schedule.”
3. Amend **Section 106.5.3 Fee refunds** by replacing the wording in this section with “per the Building Code Ordinance, section 7.C PERMIT FEES AND REFUNDS.”
4. Amend **Section 108.4 Violation penalties** by replacing the wording in this section with “per the Building Code Ordinance, section 9 VIOLATIONS AND PENALTIES.”
5. Amend **Section 108.5 Stop work orders** by replacing the wording after “shall be liable” with “per the Building Code Ordinance, section 9 VIOLATIONS AND PENALTIES.”
6. Delete **Section 109 MEANS OF APPEAL**.
7. Amend **Section 306.5.1 Sloped roofs** by adding “**Exception:** This section shall not apply to group R-3 occupancies.”
8. Amend **Section 505.1 Domestic systems** by adding “Changes in size or direction shall be accomplished with an approved transition fitting.”
9. Amend **Section 1004.1 Standards** by replacing the wording after “UL 834” with “Boilers shall be designed and constructed in accordance with the ASME *Boiler and Pressure Vessel Code*, and Arizona Boiler Rules, Title 20 Chapter 5.”

- H. **International Swimming Pool and Spa Code**, 2012 edition as published by the International Code Council, Inc. as well as the following amendments:

1. Amend **Section 101.1 Title** by replacing [NAME OF JURISDICTION] with “Gila County”.
2. Amend **Section 105.6.2 Fee schedule** by replacing [JURISDICTION TO INSERT...] with “as per the adopted fee schedule.”
3. Amend **Section 105.6.3 Fee refunds** by replacing the wording in this section with “per the Building Code Ordinance, section 7.C PERMIT FEES AND REFUNDS.”
4. Amend **Section 107.4 Violation penalties** by replacing the wording in this section with “per the Building Code Ordinance, section 9 VIOLATIONS AND PENALTIES.”
5. Amend **Section 107.5 Stop work orders** by replacing the wording in this section with “per the Building Code Ordinance, section 9 VIOLATIONS AND PENALTIES.”
6. Delete **Section 108 MEANS OF APPEAL**.

7. Amend **Section 305.2.1 Barrier height and clearances** by deleting “48 inches” replacing it with “60 inches”.
 8. Amend **Section 305.3.2 Double or multiple gates** by deleting “18 inches (457 mm)” and replacing it with it with “24 inches (610 mm)”.
 9. Amend **Section 305.3.3 Latches** by deleting “Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from grade, the release mechanism shall be located on the vessel side of the gate at least 3 inches below the top of the gate, and the barrier shall not have openings greater than ½ inch (12.7 mm) within 18 inches (457 mm) of the release mechanism” and replacing it with “The release mechanism of the self-latching device shall be located at least 54 inches (1372 mm) from grade, the release mechanism shall be located on the vessel side of the gate at least 5 inches (127 mm) below the top of the gate, and the gate and barrier shall not have openings greater than ½ inch (12.7 mm) within 24 inches (610 mm) of the release mechanism”.
- I. **Accessible and Usable Buildings and Facilities ICC A117.1-2009** as published by the International Code Council, Inc., as well as the following amendments:
1. Amend **Section 203 Administration** by adding “The procedures and methods used to administer and enforce this code shall be the same as those described in the following portions of the 2012 International Building Code:
 - a. Section 102 APPLICABILITY
 - b. Part 2 ADMINISTRATION AND ENFORCEMENT excluding Section 106 FLOOR AND ROOF DESIGN LOADS.”
 2. The Federal 2010 ADA Standards for Accessible Design shall take precedence over this code when in conflict.
- J. **Manufactured Home and Factory Built Building Installation Standards**, as published and provided by the State of Arizona Office of Manufactured Housing (OMH), including the following amendments:
1. A permit shall not be issued for the installation or relocation of a manufactured home within the unincorporated areas of Gila County unless the home can be shown to comply with the manufactured home construction and safety standards adopted by the U.S. Department of Housing and Urban Development (HUD). It shall be the responsibility of the applicant to provide proof of compliance with this requirement. A label certifying that the manufactured home has been inspected and constructed in accordance with HUD requirements in effect at the time of manufacture constitutes proof of compliance provided that the date of manufacture is not prior to June 15, 1976.
 2. Park Model trailers will be permitted and inspected in the same manner as manufactured homes. However, Park Model trailers are classified as Recreational Vehicles and, as such, are subject to the zoning, building and other regulations that apply to RV's.
 3. Manufactured Homes are designed and built to be used as single family residences. The conversion of a manufactured home to another use is not regulated by HUD or OMH and must be done in compliance with the Building code.

4. Manufactured homes may be converted for use as storage buildings subject to the following requirements:
 - a. The storage building must be accessory to an established residential use.
 - b. The installation and location must comply with the Zoning requirements for a manufactured home.
 - c. The installation and location must comply with the Zoning requirements for an accessory building.
 - d. The manufactured home cannot be:
 - i. larger than the residence.
 - ii. attached to the residence.
 - iii. used as a dwelling, guest house or any habitable use.
 - iv. connected to water, sewer or gas.
 - e. The manufactured home may be connected to electricity subject to the requirements of the adopted Building Code(s).
 - f. The kitchen and bathroom appliances and fixtures must be removed.
 - g. The manufactured home will be:
 - i. permitted as an accessory building.
 - ii. inspected per the Office of Manufactured Housing installation guidelines for manufactured homes.
 - h. Any alterations, remodeling or additions to the manufactured home will be permitted separately and inspected per the applicable Building Code(s).
 - i. The Gila County Assessor's Notice of Affixture is required.
 - j. The HUD label must be removed and surrendered to Gila County.
- K. Pursuant to Arizona Revised Statutes Title 11, Chapter 6, Article 5, § 11-864, at least three copies of this Building Code shall be filed in the office of the Clerk of the Board of Supervisors and kept available for public use and inspection. For the purpose of making this Building Code accessible to the public, the offices of Community Development are hereby designated branch offices of the Office of the Clerk of the Board of Supervisors. One copy of this Building Code will be kept in the office of the Clerk of the Board of Supervisors. One copy of this Building Code will be kept in the Globe office of Community Development. One copy of this Building Code will be kept in the Payson office of Community Development.

SECTION 6. BUILDING PERMITS

- A. Application for a building permit must be filed for all proposed construction within the county pursuant to Arizona Revised Statutes Title 11, Chapter 2, Article 9, § 11-321 and as required by this ordinance. Permit applications will normally be accepted Monday through Friday (excluding holidays) from 8:00 a.m. to 5:00 p.m. at:
 1. Gila County Community Development
745 N. Rose Mofford Way
Globe, AZ 85501
 2. Gila County Community Development
608 E. Highway 260
Payson, AZ 85541

Applications may be submitted electronically or by mail in certain cases with prior arrangements.

- B. Pursuant to Arizona Revised Statutes Title 32, Chapter 10, Article 3, § 32-1151, a permit shall not be issued to any person(s) who propose to contract the performance of any construction

or improvement regulated by this Code unless that person possesses a valid, unexpired and unrevoked Contractor's license issued by the Registrar of Contractors of the State of Arizona.

- C. Pursuant to Arizona Revised Statutes Title 32, Chapter 10, Article 3, § 32-1121.A.5, a permit may be issued to owners of property who build or improve structure(s) on such property and do the work themselves or with their own employees or with duly licensed contractors if the structure(s) are intended for occupancy solely by the owner, are not intended for occupancy by the public or employees or business visitors and the structure(s) are not intended for sale or rent.
- D. While an owner may be issued a permit for the installation of a manufactured home or a factory built building, per the Arizona Office of Manufactured Housing, the installation must be done by an installer licensed by OMH.
- E. Permitting procedures shall comply with the requirements of Arizona Revised Statutes Title 11, Chapter 11, Article 1, § 11-1601 through § 11-1610.

SECTION 7. FEES AND REFUNDS

- A. Building Valuation Data used to calculate permit fees shall be per the adopted fee schedule.
- B. Permit Fees consisting of fees due for plan review, building permits, plumbing, mechanical, electrical and miscellaneous permits, as described in the respective codes and ordinances, shall be per the adopted fee schedule.
- C. Abandoned Permit Applications-Extensions and Fees
An application for a permit shall be considered abandoned 180 days after the date of application unless a permit has been issued or the applicant is actively pursuing the issuance of a permit. The Building Official may issue an extension(s) not to exceed 180 days. Requests for extensions must be made in writing and justifiable cause demonstrated.
 - 1. There is no charge for the first request for an extension of a permit application.
 - 2. There will be a \$25.00 fee required with the second request for an extension of the same permit application.
 - 3. There will be a \$50.00 fee required with the third or any subsequent request for an extension of the same permit application.

Payment of a fee does not insure approval of a request for extension. If a request for extension is not granted, any fee(s) paid will be returned.

- D. Expired Permits-Extensions and Fees
Every permit issued shall be considered expired unless the work authorized is commenced within 180 days after issuance or the work authorized is suspended or abandoned for 180 days after the work is commenced. The Building Official may issue an extension(s) not to exceed 180 days. Requests for extensions must be made in writing and justifiable cause demonstrated.
 - 1. There is no charge for the first request for an extension of a permit.

2. There will be a \$25.00 fee required with the second request for an extension of the same permit.
3. There will be a \$50.00 fee required with the third or any subsequent request for an extension of the same permit.

Payment of a fee does not insure approval of a request for extension. If a request for extension is not granted, any fee(s) paid will be returned.

E. Re-Inspection Fees

In addition to any fees already paid, re-inspection fees may be assessed per the adopted fee schedule for any one or more of the following reasons when, upon the inspector's arrival at a requested inspection:

1. Access to the site is obstructed.
2. The site is not accessible to the inspector.
3. The permit is not posted on site.
4. The approved plans are not provided on site or are not accessible to the inspector.
5. The inspection record is not provided on site or is not accessible to the inspector.
6. The required work has not been completed.
7. The required work has been covered or concealed.
8. The work deviates from the approved plans without the required review and approval.
9. A third inspection will be required for the same previously noted and uncorrected issues.

When re-inspection fees are assessed, no further inspections will be performed until those fees have been paid.

F. Investigation Fees

Any person who commences work prior to obtaining a permit as required by this Ordinance will be charged an additional fee to cover the costs of investigation and inspection(s) necessary to confirm code compliance.

The investigation fee shall be equal to the amount of the required permit fee and shall be charged in addition to the required permit fee. Payment of the investigation fee does not exempt any person from compliance with Building Code requirements or any other applicable regulations.

G. Refunds of Plan Review and/or Building Permit Fees

1. Requests for refunds must be made in writing.
2. Requests for refunds will be accepted and processed not later than 180 days after the date the fees were paid.

3. Refunds will only be issued to the person who paid the fees or his or her designee with notarized permission of the person who paid the fees.
4. 100% of any fees paid or collected in error will be refunded.
5. Not more than 80% of the plan review fee will be refunded when the permit is withdrawn or cancelled before any plan review work has been done.
6. Not more than 80% of the building permit fee will be refunded when the permit is withdrawn or cancelled before any work has been done under such permit and before any inspections have been performed.
7. A minimum of \$25.00 will be retained for administrative processing of any request for refund.

H. Exempt Structures-Site Plan Review Fees

Per section R105.2 of the International Residential Code and section 105.2.1 of the International Building Code, certain structures are exempt from the requirement to obtain a building permit. However, these structures are not exempt from Gila County floodplain, zoning and wastewater regulations. To insure compliance, a site plan review and approval is required prior to the construction of exempt accessory buildings and decks.

A minimum fee of \$25.00 will be charged for this review and approval.

SECTION 8. ADVISORY AND APPEALS BOARD

A. Authority and Purpose

1. Pursuant to Arizona Revised Statutes, Title 11, Chapter 6, Article 5, § 11-862 there shall be and is hereby created the Building Safety Advisory and Appeals Board. Whenever the terms “Board”, “Advisory Board”, “Board of Appeals” or “Advisory and Appeals Board” appear in the Building Code or the Building Code Ordinance, they shall mean the Building Safety Advisory and Appeals Board.
2. This Advisory and Appeals Board is established to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods.
3. The Advisory and Appeals Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.
4. The functions, duties and rules of procedure for conducting the business of the Advisory and Appeals Board shall be as specified in this section.

B. Members and Qualifications

1. The Advisory and Appeals Board shall consist of seven (7) members appointed by and serving at the pleasure of the Board of Supervisors. Initial appointments shall be made as follows:
 - a. Two members shall be appointed to four year terms.
 - b. Two members shall be appointed for three year terms.
 - c. Two members shall be appointed for two year terms.

- d. One member shall be appointed to a one year term.

Thereafter, members shall be appointed for a term of four (4) years, staggered so that at least one but not more than two terms expire each year.

The Building Official shall serve as a non-voting ex officio member of the Board and shall act as secretary to the Board.

2. Members of the Advisory and Appeals Board must be residents of Gila County but cannot be employees of Gila County government. This Board shall include members from the following categories to the extent that persons meeting the qualifications are available and willing to serve:
 - a. An architect duly licensed in the state of Arizona.
 - b. A professional engineer duly licensed in the state of Arizona.
 - c. A general contractor duly licensed in the state of Arizona.
 - d. A person representing the public.
 - e. A person engaged in the electrical, mechanical or plumbing trade.
3. Each member of this Board shall have substantial experience in at least one of the fields covered by the Building Code and must be qualified by experience and training to decide on matters pertaining to building construction.
4. Members of this Board shall serve without compensation except for reimbursement of expenses as approved by the Board of Supervisors. This Board shall not be empowered to incur debts, nor make any purchases nor enter into any contracts or agreements binding Gila County.

C. Vacancies

1. A vacancy shall be filled in the same manner in which original appointments are made. An appointment made to fill an unexpired term shall be made for the remainder of that unexpired term only.
2. Board members may resign from their appointed position at any time for any reason. However, a thirty (30) day written notice of resignation should be provided to the Secretary of the Board.
3. The Board of Supervisors may remove any member who is absent from more than three (3) consecutive Board meetings or 50% or more of all Board meetings held during any one calendar year or for other due cause as determined by the Board of Supervisors. Written notice of removal shall be delivered to the member being removed and a copy shall be furnished to the Secretary of the Board who will provide the Chairman of the Board with a copy.
4. Members shall give advance notice of any anticipated absence to the Secretary of the Board to allow the Secretary to assure the presence of a quorum.

D. Duties of the Board

1. The Board shall hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods. The Board shall

also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.

2. The Board shall elect from its members a Chairman and Vice-Chairman by majority vote of the members at the first meeting of each calendar year to serve for a term of one calendar year.
3. Legal Counsel shall be provided by the Gila County Attorney or a Deputy County Attorney.
4. The Chairman shall preside at all meetings, shall conduct all hearings, and shall exercise and perform such other duties as may be required or assigned by the Board. The Chairman shall rule on procedure or on order of presentation at all Board meetings or hearings.
5. In the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.
6. In the absence of both the Chairman and the Vice-Chairman, a Chairman pro-tempore shall be elected by majority vote from among the members present. In the absence of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.
7. All members present at a hearing or meeting of the Board shall vote unless abstaining due to a conflict of interest. In the event of a tie, the Chairman shall call for an additional or amended motion in an attempt to resolve the tie. If the tie cannot be resolved, the vote shall be reflected in the minutes.
8. Any member of the Board who has a conflict of interest in any matter brought before the Board shall make known such interest in the record of the proceeding and shall refrain from voting upon or otherwise participating in the deliberations and decisions regarding such matter.
9. The Secretary of the Board shall keep or cause to be kept minutes of the proceedings of the Board and shall provide an agenda to each Board member prior to the time set for any Board hearing or meeting.
10. The Secretary of the Board shall be custodian of the records of the Board.

E. Hearings and Meetings

1. The Board shall meet at the call of the Chairman or at the request of the Building Official but at least two times in any calendar year.
2. All Board meetings and hearings are subject to the Arizona Open Meeting Law. Board meetings shall be conducted per Robert's Rules of Order, however, the Board has the option of waiving any portion of these rules that they choose.
3. Notice of the date, time and place of any regular or special meeting or hearing of the Board, including an agenda of the matters to be addressed, shall be given at least seven (7) days prior to the meeting by posting notice to the general public.

4. The Board may approve, approve with conditions and/or stipulations, deny or continue any issue brought before them.
5. The Board shall be the judge of the qualifications of a person appearing as an expert witness. The Board shall determine the extent of consideration to be given to the testimony or evidence presented by a person appearing as an expert witness.
6. During any hearing or meeting of the Board, The Building Official may be called upon to clarify the Code requirement(s) and/or support the position of the Building Safety Department on any particular order, decision or determination currently held or being enforced.

F. Quorum and Voting

1. Four members constitute a quorum. If a quorum cannot be obtained, the meeting shall be rescheduled.
2. Any vote of the Board shall be recorded in the minutes. If the vote is not unanimous, each member's vote will be recorded individually.
3. An approval of a motion shall be accomplished by an affirmative vote of a majority of members present. The motion is then considered to have carried or been passed.
4. Any motion that fails to obtain a majority vote of the members present shall be considered a denial of the motion. The motion is considered to have failed or been denied.
5. The Board may reconsider a motion which has passed if a member who voted in favor of the original motion makes a motion to reconsider within the same meeting and the motion to reconsider passes.

G. Appeals

1. Any person(s) may initiate an appeal of an order, decision, or determination made by the Building Official relative to the application and interpretation of the Building Code. A Notice of Appeal must be filed within thirty (30) days after receipt of such an order, decision, or determination. The Board may refuse to grant a hearing of any case in which the appellant requests a waiver of any provision of the Building Code.
2. A Notice of Appeal must be filed with the secretary of the Advisory and Appeals Board specifying the reasons and circumstances for the appeal. Appeals of orders, decisions, or determinations made by the Building Official relative to the applications and interpretation of the Building Code shall be made in writing and shall be directed to a specific order, decision or determination of the Building Official. The Board shall limit their consideration of the appeal to that specific order, decision or determination.
3. The Secretary of the Board shall furnish copies of all records pertaining to the appeal to each member of the Board. Appeals must be based on a claim that
 - a. the true intent of the Building Code has been incorrectly interpreted or
 - b. the provisions of the Building Code do not apply or
 - c. the proposed form or method of construction is equal to or better than required by the Building Code.A self-imposed or financial hardship does not constitute grounds for an appeal. The appellant must bear the cost of any tests or research required to substantiate appellant's claim(s).

6. The Advisory and Appeals Board shall hold a public hearing for an appeal within fifteen (15) days of receipt of the Notice of Appeal. Public notice of the hearing shall be posted (7) days prior to the hearing date. An appeal stays all proceedings against the appellant in the matter appealed, unless the Building Official notifies the Board in writing that, in the Building Official's opinion, a stay creates imminent danger to life or property. Under these circumstances, proceedings shall not be stayed except by court order or by determination of the Advisory and Appeals Board as a result of a properly noticed public meeting specifically called for that purpose.
7. If the appellant fails to appear at a hearing, the Board may choose to continue the hearing to a later date at which the appellant can be present.
8. In any hearing for appeal, the Building Official may be called upon to clarify the Code requirement(s) and/or to support the position of the Building Safety Department on the particular order, decision or determination being appealed.
9. The Advisory and Appeals Board shall make a decision within fifteen (15) days of the date of the meeting called to decide the appeal. A decision in favor of the appellant shall be in the form of a written directive to the Building Official to carry out the decision of the Board subject to any conditions and/or stipulations required by the Board. In any case where the Board denies an appeal, the Board reserves the right to refuse to consider another appeal on the same subject matter and like circumstances for one year from the date of the hearing in question.
10. Appeals will be heard at special meetings called and noticed pursuant to the requirements of this section. Hearing dates will be scheduled to allow for noticing and posting requirements to be met.
11. In their written request for a hearing, appellants shall disclose any evidence, witness(es) or testimony, other than their own, that they intend to present at the hearing. Failure to disclose may be cause for the Board to delay the presentation of such evidence, witness(es) or testimony.
12. The Board may request that the County Attorney or Deputy County Attorney be present at appeal hearings. In their written request for a hearing, appellants shall disclose their intent to be represented by an attorney. The Board may choose to continue a hearing where an appellant is represented by an attorney and, for whatever reason, the County Attorney or Deputy County Attorney is unable to appear on behalf of the Board.
13. Findings and decisions of the Advisory and Appeals Board shall be binding upon the Building Official and the appealing party subject to appeal to the Board of Supervisors. Only the appellant or the Building Official may appeal a decision of the Board to the Board of Supervisors. All findings, decisions and rulings made by the Board shall be reported in writing to the Board of Supervisors.

H. Limitation of Authority

The Advisory and Appeals Board shall have no authority relative to interpretation of the administrative provisions of the Building Code nor shall the Board be empowered to waive requirements of the Building Code.

SECTION 9. VIOLATIONS AND PENALTIES

- A. **Criminal Penalties**-Any person, firm or corporation, whether as principal, owner, agent, tenant, employee or otherwise, who violates any provision of this ordinance or violates or fails to comply with any order or regulation made hereunder is guilty of a Class 2 Misdemeanor pursuant to Arizona Revised Statutes Title 11, Chapter 6, Article 5, § 11-815. Each and every day during which the illegal activity, use or violation continues is a separate offense.
- B. **Civil Penalties**-Any person, firm or corporation, whether as principal, owner, agent, tenant, employee or otherwise, who violates any provisions of this ordinance shall be subject to a civil penalty. Each day of a continuing violation is a separate violation for the purpose of imposing a separate penalty. The civil penalty for violations of this ordinance shall be established by separate resolution of the Board of Supervisors, but shall not exceed the amount of the maximum fine for a Class 2 Misdemeanor. An alleged violator shall be entitled to an administrative hearing and review as provided in Arizona Revised Statutes Title 11, Chapter 6, Article 2, §11-815. The Board of Supervisors shall adopt written Rules of Procedures for such hearing and reviews.
- C. **Remedies**-Pursuant to Arizona Revised Statutes Title 11, Chapter 6, Article 2, §11-815, an alleged violator who is served with Notice of Violation subject to civil penalty shall not be subject to criminal prosecution arising out of the same facts. However, all other remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or improvements nor prevent the enforcement, correction or removal thereof. In addition to the other remedies provided in this article, the Board of Supervisors, the County Attorney, the Inspector, or any adjacent or neighboring property owner who shall be damaged by the violation of any provision of this ordinance, may institute, in addition to the other remedies provided by law, injunction, mandamus, abatement or any other appropriate action, proceeding or proceedings to prevent or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

SECTION 10. REDRESS

Nothing in this Code precludes any individual, company or corporation from seeking redress through the courts concerning any portion of this Code or any ruling made pertaining to this Building Code.

SECTION 11. AMENDMENTS AND REVISIONS

- A. Amendments and revisions to this Ordinance or to this Building Code may be initiated by any member of the public, the Chief Building Official, the Advisory and Appeals Board, the Planning and Zoning Commission or the Board of Supervisors.
- B. Amendments and revisions to this Building Code or this Building Code Ordinance must be made in accordance with the provisions of Arizona Revised Statutes Title 11, Chapter 2, Article 4, § 11-251.01.05 and Chapter 6, Article 5, § 11-861 and § 11-864.
- C. The duties of the Gila County Building Safety Advisory & Appeals Board include the duty to provide technical advice to the Building Official to assist in the formation and adoption of amendments and revisions to this Ordinance or to this Building Code. The Advisory & Appeals Board shall hold at least one public hearing on such proposals prior to making a recommendation to the Board of Supervisors.



GILA COUNTY COMMUNITY DEVELOPMENT

STAFF REPORT

Dated May 21, 2014

SIGNIFICANT CHANGES IN THE BUILDING CODES

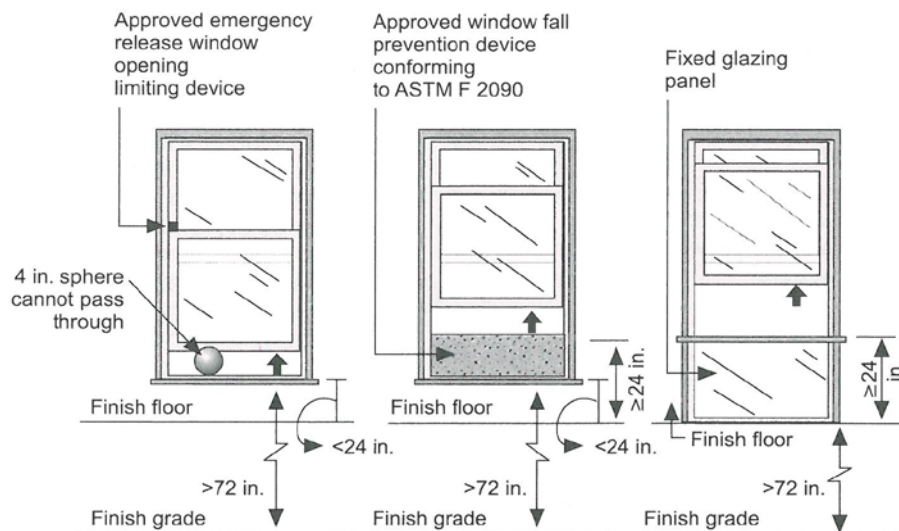
Summarizing some of the differences between the existing building codes and the proposed codes.



2003 to 2012 International Residential Code

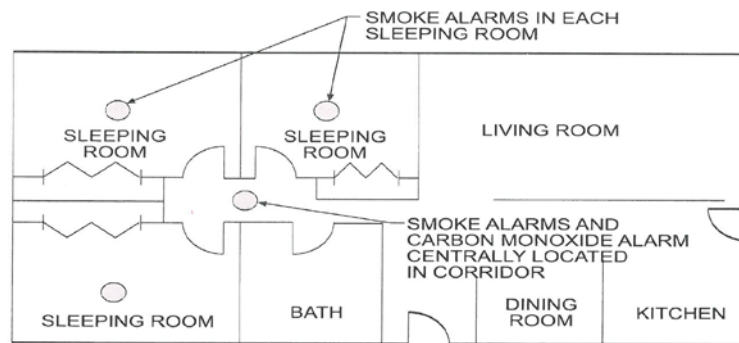
(Estimated costs for material (not labor) where provided are for an average 2,200 square foot single family residence)

R 312.2 Window fall protection: In dwelling units, if any part of the clear opening area of an operable window is located more than 72 inches above the finished floor grade, code requires that the lowest part of the clear opening be at least 24 inches above the floor surface of the room in which it is located. An alternative allowed by code when window openings are less than 24 inches above the floor surface is to install a barrier or limit the dimensions of the window opening so that a 4 inch sphere cannot pass through. *The intent of this provision is to prevent small children from falling out open windows.*



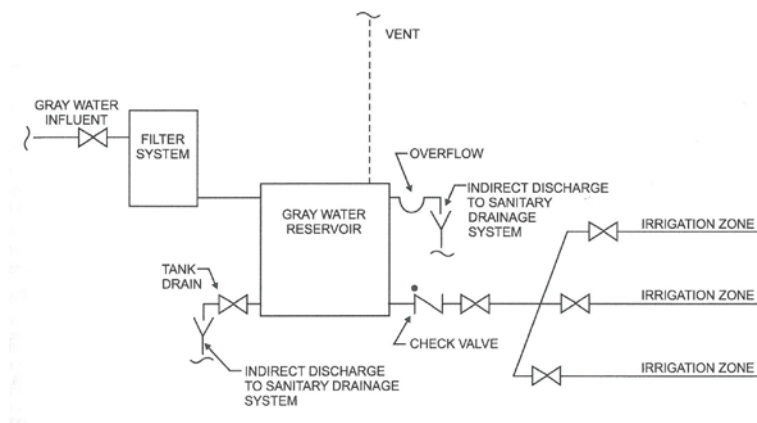
R315.1 Carbon monoxide alarms: For new or existing dwellings where work requiring a permit is required, a carbon monoxide alarm shall be installed outside of each sleeping area in the immediate vicinity of the bedrooms when fuel-fired appliances are installed and when dwelling units have attached garages.

Since it is impossible to see, taste or smell the toxic fumes, carbon monoxide can kill occupants before they are aware it is in their homes. *The carbon monoxide alarm has been proven as an effective early warning device. Fuel-fired appliances and automobiles parked in attached garages are two sources of carbon monoxide most commonly found in a dwelling. Estimated material cost is \$20.00 for a battery model and \$40.00 for a direct wired model.*

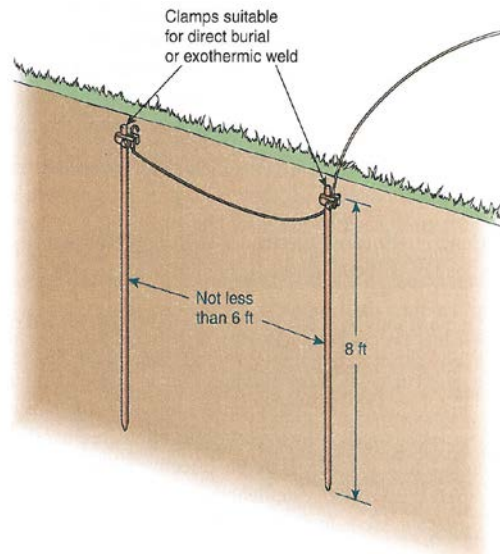


P2503.5. DWV systems testing & P2503.7 Water-supply system testing: Drain, waist, vent, and water-supply piping systems consisting of plastic piping can no longer be tested for leakage using air pressure. *Serious injuries have resulted from plastic piping exploding after being pressurized with air. This change can also be found in the 2012 International Plumbing Code.*

P3009 Gray Water Recycling Systems: This section allows gray water to be collected and stored for the purposes of flushing of water closets and for subsurface irrigation of landscaping. Above ground irrigation is still governed by ADEQ rules and not the building code. *Previously the code did not recognize gray water systems.*



E3608.4 Supplemental electrode required: Two ground rods a minimum of 6 feet apart are required unless a resistance to earth of 25 ohms or less can be measured. *Previously one ground rod was allowed if testing proved the required resistance was achieved. Now resistance testing is optional. This change can also be found in the 2011 National Electrical Code. Estimated material cost is \$25.00.*



E3902.12 Arc-fault circuit-interrupter (AFCI) protection: All 15 and 20 amp rated circuits supplying outlets in a dwelling must be arc-fault protected unless they are GFCI protected. This code requirement also applies to branch circuit wiring that is modified, replaced, or extended in existing dwellings. *Arc-fault protection devices have proven effective in detecting electrical arcing between conductors and disconnecting the circuit from the electrical supply prior to the start of a fire. Arc-fault protection of the circuit is achieved through the installation of an AFCI circuit breaker. Previously code only required arc-fault protection for outlets in bedrooms. Estimated material cost is \$610.00.*



E4002.14 Tamper-resistant receptacles: All 15 and 20 amp receptacles less than 5.5 feet above the floor, that are not part of a light or appliance, or dedicated for an appliance, are required to be of the tamper-resistant type. *These receptacle devices have an internal mechanism that blocks access to the plug prong openings except when a plug is inserted into the receptacle. The intent is to protect children who often insert objects into receptacles out of curiosity. Estimated material cost is \$45.00.*



2003 to 2012 International Building Code

703.7 Marking and identification of fire-resistance-rated assemblies: Fire walls, fire barriers, fire partitions, smoke barriers, or any other wall required to have protected openings or penetrations shall be effectively and permanently identified with signs or stenciling. *The concern is that these assemblies need to maintain their fire resistance over the life of the building. This identification will allow tradespeople, craftsmen, installers, maintenance workers or inspectors to know that the wall is a fire-resistance rated wall and openings or penetrations of it must be protected.*

908.7 Carbon monoxide alarms: Institutional groups such as hospitals and nursing homes and residential groups such as hotels and apartment houses will be required to install carbon monoxide alarms if fuel-burning appliances are located in the building or if the building has an attached garage. *This section follows the same rationale as section R315.1 in the International Residential Code.*

1013.8 Window sills: As with section R312.2 in the International Residential Code, this section deals with openings in windows located more than 72 inches above the finished grade or other surface below. *The same restrictions and alternatives apply but now include facilities such as multiple-family dwellings and apartment houses. The facilities listed in this code section have the highest potential for infants and toddlers being present for an extended period of time.*

1026.5 Location of exterior exit stairways and ramps: These stairways and ramps shall have a minimum fire separation distance of 10 feet measured from their exterior edge to adjacent lot lines and other buildings on the same lot unless the adjacent building exterior walls and openings are protected per code based on fire separation distance. *This section protects the uses of the exterior stairway or ramp from effects of fire in another building on the same lot or an adjacent lot. The separation also reduced the exposure to heat and smoke. The distance to a lot line is to provide to a future building that could be built on adjacent lot.*



2003 to the 2012 International Existing Building Code

202 UNSAFE: *The definition of unsafe was rewritten to include “or in which the structure or individual structural members meet the definition of Dangerous” and “a vacant structure that is not secured against entry shall be deemed unsafe”.*



2002 to 2011 National Electrical Code

110.24 Available Fault Current: Service equipment in other than dwelling units shall be legibly marked in the field with the maximum available fault current. When modifications to the electrical installation occur that affect the maximum available fault current at the service, the maximum available fault current shall be verified or recalculated as necessary to ensure the service equipment ratings are sufficient. *Fault current is a term used to describe a situation in which the flow of current that is traveling through an electrical circuit is not within a normal range. Equipment must have an interrupting rating or short-circuit current rating equal to or greater than the available fault current if it is to be used safely.*

250.32 (B) Ground Systems: An equipment ground is required with all feeders and branch circuits that supply a building or structure. *Installing an equipment grounding conductor helps ensure that normal circuit current is not imposed on continuous metal paths such as conduit and water or gas piping but only on the insulated grounded or neutral conductor. The previous code did not require an equipment ground.*

406.13 Tamper-Resistant Receptacles in Guest Rooms and Guest Suites: All 15 and 20 ampere receptacles located in guest rooms and suites shall be listed tamper-resistant receptacles. *As noted in R4002.14 of the International Residential Code, this requirement is an effort to protect children.*

406.16 Tamper-Resistant Receptacles in Child Care Facilities: All 15 and 20 ampere receptacles shall be listed tamper-resistant receptacles. *To protect children.*

690.31(E)(1) Direct-Current Photovoltaic Source and Output Circuits Inside a Building: DC conductors in conduit shall not be installed within 10 inches of the roof decking or sheathing except where directly below the roof surface covered by the photovoltaic modules and associated equipment. *Energized DC conductors pose a threat to firemen when installed too close to the underside of the roof since standard procedure is to cut ventilation holes in the roof when there is a fire.*

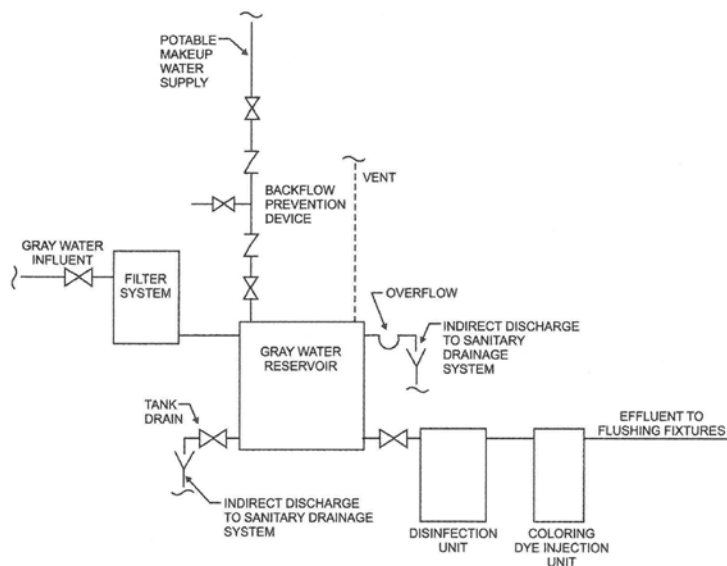


2006 to 2012 International Plumbing Code

606.7 Labeling of water distribution pipes in bundles: Each pipe in a bundle shall be identified using stenciling or commercially available pipe labels. The identification shall indicate the pipe contents and the direction of flow in the pipe. Each pipe should be labeled every 25 feet not less than one label on each pipe in every room, space or story. *Unlabeled bundled water piping presents major problems during renovations and repairs. With the addition of gray-water systems, pipe identification becomes more critical since not all water piping will be potable water piping.*

607.2 Hot or tempered water supply to fixtures: The maximum length of a hot or tempered water pipe shall not exceed 50 feet. *Due to a significant amount of water that can be wasted by a fixture user waiting for hot water, the maximum length was reduced from 100 feet. Inconvenience as well as water and energy costs were listed as reasons for the change.*

Chapter 13 Gray Water Recycling Systems: This chapter addresses the use of gray water for flushing of water closets and urinals, and subsurface landscape irrigation. Above ground irrigation requires a “Reuse” permit from ADEQ and is not covered by this code. *Previously gray water recycling systems had to be specifically adopted to be part of the code.*





2006 to the 2012 International Fuel Gas Code

401.9 Identification: Each length of pipe and tubing and each pipe fitting utilized in a fuel gas system shall bear the identification of the manufacturer. *The product installed must be able to be traced back to the manufacturer in case there is an issue with the material or its listing.*

401.10 Third-party testing and certification: Piping, tubing and fittings shall either be tested by an approved third-party testing agency or certified by an approved third-party certification agency. *This requirement will make it easier for builders, designers, and code officials to determine that materials comply with the appropriate product standards.*

404.1 Installation of materials: All materials shall be installed in strict accordance with the standards under which the materials are accepted and approved. In the absence of such installation procedures, the manufacturer's instructions shall be followed. Where requirements of referenced standards or manufacturer's instructions do not conform to the minimum provisions of this code, the provisions of this code shall apply. *The code has expanded its content to include many additional types of piping and fittings that are now allowed.*



2003 to the 2012 International Mechanical Code

306.1 Access for maintenance and replacement: Appliances shall be accessible for inspection, service, repair and replacement without disabling the function of a fire-resistance-rated assembly or removing permanent construction, other appliances, venting systems or any other piping or ducts not connected to the appliance being inspected, serviced, repaired or replaced. A level working space at least 30 inches deep and 30 inches wide shall be provided in front of the control side to service an appliance. *This section expands on providing access to an appliance and a minimum working space.*

306.3 Appliances in attics – Exception 2: Where the passageway is unobstructed and not less than 6 feet high and 22 inches wide for its entire length, the passageway shall be not greater than 50 feet in length. *The 50 foot length is an increase from 20 feet due to there being less danger of lengthy exposure to extreme temperatures if the service personnel can walk erected and unimpeded to the equipment rather than crawling.*

506.3.2.5 Grease duct test: Prior to use or concealment of any portion of a grease duct system, a leakage test shall be performed. *This requirement has been added.*



2000 Uniform Swimming Pool, Spa and Hot Tub Code to the 2012 International Swimming Pool and Spa Code

The 2000 Uniform Swimming Pool, Spa and Hot Tub Code dealt mostly with the plumbing of water and waste lines, gas piping, and venting of pool water heaters. The scope of the 2012 International Swimming Pool and Spa Code is much broader and deals with defining classes of public and private pools, type of ladders and egress, construction of pools, barrier requirements, and references the International Building, Residential, Plumbing, and Mechanical Codes as well as the National Electrical Code.



ICC A117.1-2009 Standard for Accessible and Usable Buildings and Facilities

This standard includes the clarifications, revisions, and additions currently contained in the 2010 ADA Standards for Accessible Design issued by the Department of Justice. In addition the ICC A117.1-2009 offers close to 500 figures and tables and is compatible with the International Building Codes. The 2010 ADA Standards for Accessible Design will take precedence over this standard when there is conflict. A117.1 is an American National Standards Institute (ANSI) standard which was first published in 1961. ANSI oversees the creation, publication and use of thousands of norms and guidelines and offers accrediting programs that assess conformance to standards.

Additional Information:

1. The Building Safety Advisory and Appeals Board has recommended that the 2009 International Energy Conservation Code (IECC) not be considered for adoption at this time. Reasons discussed included the additional cost to owners of residential dwellings and habitable additions and commercial buildings, the difficulty of meeting the requirements of the code, and that there is currently no State of Arizona requirement to adopt the code. The A & A Board may consider a recommendation to adopt the 2009 IECC or possibly only portions of the code next year if the economy continues to improve.

2. *The Building Safety Advisory and Appeals Board following the recommendation of the Building Official, decided to not consider the 2012 International Wildland Urban Interface Code for adoption. The Building Official's decision to not recommend adoption of the code was based on the overall restrictiveness of the code in relation to the property owner's use of their land and the increased cost to the home builder.*

3. *The Building Safety Advisory and Appeals Board determined it would be beneficial to submit to the Board of Supervisors the revised Building Permit Fee Schedule separately from the new Building Code Ordinance due to the large amount of information contained in the ordinance. The Building Official plans to submit the revised Building Permit Fee Schedule to the Board of Supervisors by year end 2014. The current fee schedule will remain in effect after adoption of the new Building Code Ordinance until a revised schedule is approved by the Board of Supervisors.*

LEGAL NOTICE
GILA COUNTY
BOARD OF SUPERVISORS

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisor's public hearing scheduled for August 5, 2014 has been canceled and rescheduled to go before the Gila County Board of Supervisors on Monday, August 18, 2014, at 10:00 a.m., or thereafter, to discuss and obtain public comment regarding the adoption of Gila County Building Code Ordinance No. 2014-03, which repeals all previously adopted Gila County Building Code Ordinances.

All interested citizens are invited to the public hearing which will take place at the Gila County Courthouse, Board of Supervisors Hearing Room, 1400 East Ash Street, Globe, Arizona, the meeting will be simultaneously broadcast from the Board of Supervisor's Conference Room at the Payson County Complex, 610 E Highway 260 in Payson, Arizona.

Public Hearing

Building Code Ordinance No. 2014-03 Adoption of the Building Code Ordinance and repeal of the current Building Codes:

The Gila County Community Development Division is proposing the adoption of the following new Codes to replace the codes currently in use:

2012 International Residential Code

2012 International Building Code

2012 International Existing Building Code

2011 National Electric Code

2012 International Plumbing Code

2012 International Fuel Gas Code

2012 International Mechanical Code

2012 International Swimming Pool and Spa Code

Accessible & Usable Buildings & Facilities ICC A117.1.2009

Manufactured Home & Factory Built Building Installation Standards

The proposed Building Codes and significant change reports are available for public inspection in the office of Gila County Planning and Zoning Department located at 745 N Rose Mofford Way, Globe, Arizona, and 610 E Hwy 260, Payson, Arizona.

Gila County Planning and Zoning

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

Arizona Silver Belt: One Publication: July 30, 2014 acct. 101556

ARF-2684

Public Hearing 2. B.

Regular BOS Meeting

Meeting Date: 08/18/2014

Submitted For: Robert Gould, Community
Development Division Director

Submitted By: Robert Gould, Community
Development Division Director,
Community Development Division

Department: Community Development Division **Division:** Planning and Zoning

Information

Request/Subject

Adopt as Amended Ordinance No. 2014-04, a Zoning Ordinance for Unincorporated Areas of Gila County, AZ.

Background Information

The current Zoning Ordinance was originally adopted in 1959 by the Board of Supervisors with no major amendment since that time. This ordinance consists of both amendments and a reorganization to facilitate easier use. This project started off as an attempt to create a Unified Development Ordinance and in January of this year, Community Development Division staff and the County Manager decided to scrap that project and just complete a first step update to the Zoning Ordinance. It is the intent to go through this ordinance after the approval and do a more thorough update once the Comprehensive Master Plan has been approved by the Board of Supervisors.

Evaluation

The Gila County Zoning Ordinance was originally adopted by the Board of Supervisors in 1959. Since that time so much has changed in Gila County. The County's population has tripled and there is much better access to the Mesa/Phoenix area. There have been no major amendments to the Zoning Ordinance since the original adoption. This is not a major amendment but it is the first step to completing one.

Conclusion

The Planning and Zoning Commission has devoted many hours to discussions on how best to complete the project. The Commission held a public hearing on June 17, 2014, and at that time made a few additional changes and then recommended that the Board of Supervisors adopt as amended the Zoning Ordinance for the Unincorporated Areas of Gila County, Arizona.

Recommendation

Staff recommends that the Board of Supervisors adopt as amended Ordinance No. 2014-04, the Zoning Ordinance for the Unincorporated Areas of Gila County, Arizona.

Suggested Motion

Information/Discussion/Action to adopt as amended Ordinance No. 2014-04, which is known as the "Zoning Ordinance for Unincorporated Areas of Gila County, Arizona." **(Bob Gould)**

Attachments

Ordinance No. 2014-04-FINAL for 8-18-14

Ordinance No. 2014-04 with proposed changes

Staff Report for Zoning Ordinance

Notice of Public Hearing for Zoning Ordinance on 8-18-14



**ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA COUNTY,
ARIZONA
ORDINANCE NO. 2014-04**

AN ORDINANCE TO AMEND AND REPLACE THE ZONING ORDINANCE
FOR UNINCORPORATED AREAS OF GILA COUNTY, ARIZONA AND ANY
SUBSEQUENT ORDINANCES THAT WERE ADOPTED BY THE BOARD OF
SUPERVISORS WHICH MODIFIED PORTIONS OF THE ORDINANCE SUCH
AS ZONING MAPS AND RULES AND REGULATIONS

WHEREAS, in accordance with the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and upon recommendation of the Planning and Zoning Commission, the Board of Supervisors may amend, supplement or change the regulations set forth in the zoning code; and

WHEREAS, revisions have been made to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, to include the reorganization of Sections 101, 102, 103, and 105; the text of Sections 101, 102, 103, 104, 105, and 108; and the overall formatting of the document; and

WHEREAS, on June 17, 2014, a public hearing was held by the Planning and Zoning Commission to review and obtain public comment regarding the proposed changes to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, as required by the Zoning Code; and

WHEREAS, the Planning and Zoning Commission has recommended that the Board of Supervisors adopt this Ordinance as amended; and,

WHEREAS, the Board of Supervisors has properly noticed this Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and conducted a public hearing in compliance with A.R.S. §11-251-05(C) and 11-813.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors adopts as amended the Zoning Ordinance of Unincorporated Areas of Gila County, Arizona, which will go into effect 30 days after Board of Supervisors' approval:

**ZONING ORDINANCE FOR UNINCORPORATED AREAS OF
GILA COUNTY, ARIZONA**

SECTION 101

This Zoning Ordinance is adopted for the unincorporated areas of Gila County pursuant to the authority granted to Counties in Title 11, Title 41 and Title 48, of the Arizona Revised Statutes.

SECTION 101.1
PURPOSE AND INTENT

In order to conserve and promote the public health, safety and general welfare by guiding and accomplishing a coordinated, adjusted and harmonious County development and future growth, there is hereby adopted, as part of a comprehensive long-term plan, an official zoning ordinance, together with zoning maps, rules and regulations for Gila County, Arizona shall hereafter be known collectively as the “GILA COUNTY ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA COUNTY, ARIZONA.”

In the interpretation and application, the provisions of this Zoning Ordinance, unless otherwise provided, shall be held to be minimum requirements designed to lessen congestion in the neighborhood; to secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent over-crowding of land; to avoid undue concentration of population in certain areas; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and to maintain stable values of land and buildings.

SECTION 101.2
ADMINISTRATIVE RESPONSIBILITIES

The purpose of this section is to set forth the powers, duties and organization of the offices responsible for the administration of this Zoning Ordinance.

A. BOARD OF SUPERVISORS

The Board of Supervisors shall have the following duties in the administration of the provisions of this Zoning Ordinance:

1. Hear, review, and adopt amendments to the text of this Zoning Ordinance after a recommendation is provided by the Planning and Zoning Commission.
2. Hear, review, and adopt amendments to the zoning districts and the zoning map after a recommendation is provided by the Planning and Zoning Commission.
3. Hear, review, and consider appeals from decisions of the Planning and Zoning Commission or Zoning Inspector.
4. Hear, review, and approve preliminary, final, and small subdivision plats after a recommendation is provided by the Planning and Zoning Commission.
5. Take other actions deemed necessary or desirable to implement the provisions of these regulations, the Land Use and Resource Policy Plan, and the Comprehensive Master Plan.

B. PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission shall primarily serve as an advisory body to the Board of Supervisors to direct the growth and physical development of the private unincorporated areas of Gila County in a sound and orderly manner for the prosperity, health, safety, and welfare of the citizens. The membership and meetings shall be as provided in Title 11-802 of the Arizona Revised Statutes.

The Planning and Zoning Commission shall have the following duties in the administration of the provisions of this Zoning Ordinance:

1. Hold public hearings when necessary and make recommendations to the Board of Supervisors on all matters concerning or related to the creation of zoning districts and boundaries, the appropriate regulations to be enforced therein, the amendment of this Zoning Ordinance, and any other matter within the scope of the zoning power.
2. Hear, review, and make recommendations to the Board of Supervisors regarding applications for amendments to the Comprehensive Master Plan and other planning documents.
3. Serve as an advisory body to the Board of Supervisors, and furnish to the Board of Supervisors, through its assistants, the facts concerning the adoption of any report or recommendation.
4. Initiate, hear, and review amendments to the zoning map in accordance with the provision of this Zoning Ordinance.
5. Initiate, hear and review amendments to the text of this Zoning Ordinance.
6. Make investigations, maps, reports and recommendations in regard to the physical development of the unincorporated areas of Gila County.
7. Hear, review and make recommendations to the Board of Supervisors regarding preliminary, small and final subdivision plats in accordance with rules and procedures of the subdivision regulations.
8. Hear, review, determine compatibility requirements and make the decision regarding all Conditional Use Permit applications.
9. Hear, review and make recommendations to the Board of Supervisors regarding the Land Use Resource Policy Plan.

C. BOARD OF ADJUSTMENT

The Board of Adjustment shall be established to have meetings and make decisions as provided in Title 11-816 of the Arizona Revised Statutes and subsequent amendments to those statutes.

The Board of Adjustment shall have the following duties in the administration of the provisions of this Zoning Ordinance:

1. Interpret this Zoning Ordinance when the meaning of any word, phrase or section is in doubt; when there is a dispute between the appellant and enforcing officer; or when the location of a district boundary is in doubt.
2. Hear and decide appeals in which it is alleged that there is an error in a requirement or decision made by the Zoning Inspector in the enforcement of this Zoning Ordinance.
3. Hear and decide variances from the terms of this Zoning Ordinance because of special circumstances applicable to the property, including its size, shape, topography, location or surroundings where the strict application of the provisions of this Zoning Ordinance

will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance granted is subject to such conditions as will assure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which property is located.

4. Issue a refund, if needed, of all or portions of the application filing fee if a decision of the Zoning Inspector is deemed in error or a requirement is substantially modified.
5. Designate conditions if needed that secure substantially the objectives of this Zoning Ordinance and require guarantees, if needed, in such a form as it deems proper to insure that such conditions are adhered. Where any such conditions are violated or not adhered, the approval shall cease to exist and the Zoning Inspector shall act accordingly.

The granting by the Board of Adjustment permission to proceed on a specific development scheme or of a permit for a construction variance shall be contingent upon permits being obtained and work commencing within six months and being diligently pursued. Failure of such shall void the ruling unless a longer time has been granted by the Board.

D. ZONING INSPECTOR

For the purpose of implementing and enforcing this Zoning Ordinance within the zoned areas of unincorporated Gila County, the position of County Zoning Inspector is established. The Director of the Gila County Community Development Division is designated as the Zoning Inspector. The Zoning Inspector may designate a Deputy Zoning Inspector.

The Zoning Inspector shall have the following duties in the administration of the provisions of this Zoning Ordinance:

1. Serve as the planning agency and administer all planning, zoning, lighting, subdivision and land use regulations as provided in this Zoning Ordinance.
2. Interpret and administer the Comprehensive Master Plan and the related policies established by the Board of Supervisors.
3. Establish forms and processes for the administration and review of map amendments, Conditional Use Permits, variances, minor land divisions, subdivision plats, text amendments and appeals.
4. Conduct pre-application conferences prior to the submission of applications for map amendments, Conditional Use Permits, variances, subdivision plats, text amendments, and appeals.
5. Review and consider requests for a Use Permit or an Administrative Variance.
6. Accept, review, and make recommendations regarding map amendments, Conditional Use Permits, variances, subdivision plats, text amendments, and appeals.
7. Provide assistance with the Land Use and Resource Policy Plan.
8. Provide assistance to facilitate all public hearing requirements necessary under the provisions of these regulations.

9. Provide assistance to the Board of Supervisors, the Planning and Zoning Commission, and the Board of Adjustment in the execution of their responsibilities under this Zoning Ordinance.

E. DESIGN REVIEW COMMITTEE

The Board of Supervisors adopted Resolution No. 08-12-01, which amended the Zoning Ordinance to add a section to the Zoning Ordinance which addresses regional design review guidelines. Those guidelines included the creation of a Design Review Committee, which is known as the Highway 60-70 Regional Design Review Committee (Committee). The Committee shall serve as an advisory committee to the Planning and Zoning administrators (or equivalent) of the governmental agencies involved.

1. Committee Membership:
 - a. Each governmental agency will appoint three members to serve on the Committee. At least one of the three members should be from property owners within the overlay district. All members should be appointed to four-year terms. At the time of initial appointment, the Board of Supervisors shall appoint one member for two years, one member for three years, and one member for four years; thereafter, all appointments shall be for a four-year term of office.
 - b. The Committee shall elect a Chairman and a Vice-Chairman to serve one-year terms to coordinate meetings and ensure that the Committee's proceedings are in compliance with Arizona Open Meeting laws. Their responsibilities shall include preparation and publication of the notices of the meetings, meeting agenda, and the minutes of the meetings.
 - c. Non-voting/advisory membership may be extended to a representative of other governmental agencies for the purpose of consultation at the discretion of the Committee, for example, the Arizona Department of Transportation.

Upon receiving design packets from the property owners, the staff of the governmental agency having jurisdiction will transmit those packets to the Committee.

The Committee shall meet within 15 days of receipt of a design packet and prepare a written recommendation to the staff of the governmental agency having jurisdiction. If a written recommendation is not received within 30 days from the date of transmittal described above, the governmental agency having jurisdiction will assume the packet is approved with no recommendation from the Committee.

SECTION 101.3 APPLICATION PROCEDURES

The purpose of this section is to provide for the orderly processing of land use and zoning applications according to the administrative offices and duties cited in Section 101 of this Zoning Ordinance.

The development review procedures set forth in this section establish the standards for review and approval of all proposed development of unincorporated private properties in Gila County, except

properties that have requested and remain unzoned and properties unzoned because of irregular mining claim uses.

The Board of Supervisors, subject to a properly noticed public hearing, may adopt by resolution such fees and charges as it deems reasonable for the processing of applications for zoning, variances, and other procedures as herein provided.

A. ADMINISTRATIVE VARIANCE

1. When compliance with the minimum building setback regulations would cause extreme hardship due to conditions of extreme topography, unnecessary destruction of vegetation, close proximity to water ways, substandard size, or irregular shape and minimal impacts to adjoining property uses, the Zoning Inspector may grant a variance not to exceed fifty percent (50%) of the minimum required yard; however, under no circumstances shall there be a yard of less than three (3) feet.

2. Application Requirements

- a. An application for an Administrative Variance shall be filed with the Gila County Community Development Division on forms provided for that purpose.
- b. An application for an Administrative Variance shall only be initiated by a property owner, an agent authorized by the owner or a person having a written contractual interest in the affected property. Proof of ownership of the subject property or a notarized 'authorized agent' form shall be required.
- c. A complete application form may require a site plan, depicting the special circumstance or location of the deviation from district standards.
- d. The application shall be accompanied by the payment of the appropriate non-refundable fee per the schedule of such charges as adopted by the Board of Supervisors.

3. Review

The Zoning Inspector or his designated representative shall inspect the property to determine the circumstances and shall approve or deny the variance based on his findings and shall set forth his findings and recommendations on a form provided for that purpose.

4. Decision

Notice of the decision of the Zoning Inspector shall be sent by United States Certified Mail to the applicant and the owners of record, according to the official assessment rolls of the Gila County Assessor and all adjacent properties.

5. Appeals

Appeals of the decision of the Zoning Inspector may be made to the Board of Adjustment and must be filed in writing with the Community Development Division within fifteen (15) working days following the date of mailing of the notice of decision.

The decision of the Zoning Inspector shall become effective at the expiration of the fifteen (15) calendar day appeal period, provided that no appeals have been filed.

B. CITIZEN PARTICIPATION PLAN

1. Purpose

The purpose of the Citizen Participation Plan is to:

- a. Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the neighborhood and community.
- b. Ensure that the citizens and property owners of Gila County have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process.
- c. Facilitate ongoing communications between the applicant, interested citizens, property owners, Gila County staff and elected officials throughout the application review process.
- d. The Citizen Participation Plan is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision-making.

2. Applicability

The following applications shall require a Citizen Participation Plan:

- a. Applications to amend the zoning classifications and the zoning maps in the unincorporated private properties of Gila County.
- b. Applications for a Conditional Use Permit or a subdivision in the unincorporated private properties of Gila County.

Note: Applications for the subdivision process which have received an approved rezoning of the property within the past 12 months, and prepared a Citizen Participation Plan and Citizen Participation Report, and the proposed subdivision is in substantial compliance with the site plan submitted for the rezoning process shall not be required to submit another plan.

Note: Applications for a Conditional Use Permit for single family residential developments shall not require a Citizen Participation Plan.

- c. Applications for a variance from the zoning regulations in the unincorporated private properties of Gila County.

Note: Applications for a variance on a single family residential property shall not require a Citizen Participation Plan.

3. Notification Area

The level of citizen interest and area of involvement will vary depending on the nature of the application and the location of the site. The neighboring properties for early notification are determined after consultation with the Community Development Division. At a minimum, the neighboring properties shall include the following:

- a. Property owners within the 300' radius of the subject site.
- b. The head of any homeowner's association or registered neighborhood within the 300' radius of the subject site.

4. Staff Assistance

To assist citizens with the neighborhood maps and property owner information, after the pre-application meeting where the applicable review process and procedures are explained, Community Development Division staff will:

- a. Prepare a map of the subject site with the 300' radius from the property boundaries that identifies the notification area and the neighboring properties.
- b. Prepare a list of the property owners, and their mailing addresses, that are part of the 300' notification area.
- c. Prepare an example 'neighborhood' meeting letter for the applicant.
- d. Provide the map, list and example letter in 10 working days.

5. Applicant's Responsibilities

- a. The applicant shall invite and meet with his neighbors, being the property owners in the notification area, at a specific time and place, convenient for assembly and often the subject site, to discuss his proposed request.
- b. The applicant shall provide the Community Development Division with a copy of the neighborhood invitation letter, a 'sign in' list of attendees, all invitations returned by the U.S. Post Office, and a list of concerns that were expressed at the meeting or through mail or email.

C. CONDITIONAL USES AND CONDITIONAL USE PERMITS

As defined in the section of this Zoning Ordinance entitled "Definitions", 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 the section of this Zoning Ordinance entitled "Amendment Procedures."

1. Application Requirements

- a. The applicant shall submit a Conditional Use Permit application in the form of a narrative description of the proposed use on a form provided by the Community

Development Division for that purpose and the application shall be accompanied by the appropriate non-refundable fee per the schedule of such charges as adopted by the Board of Supervisors.

- b. An application for a Conditional Use Permit shall be initiated only by a property owner, or an agent authorized by the property owner. Proof of ownership of the subject property or a notarized 'authorized agent' form shall be required.
- c. Accompanying the application, the applicant shall submit a reproducible site plan on sheets not to exceed 24" by 36," at a scale not to exceed 100 feet per inch. The site plan shall contain, at a minimum, the following information:
 - i. The location and boundaries of the property.
 - ii. Scale and north arrow.
 - iii. The location of all existing and proposed improvements, provisions for onsite parking, internal or external access.
 - iv. Such other information as the Zoning Inspector may deem necessary.

2. Hearing

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

3. Decision

- a. The Planning and Zoning Commission may deny the application, accept the recommendation of staff, modify the recommendation of staff, or send the application back to the staff for further study prior to a rehearing.
- b. A Conditional Use Permit (CUP) shall be issued by the Community Development Division setting forth all qualifying conditions, when the Planning and Zoning Commission approves a CUP application.

4. Appeal

Appeals of the decision and conditions of the Planning and Zoning Commission may be made to the Board of Supervisors and must be filed in writing with the Community Development Division within thirty (30) days following the date of the decision. A non-refundable application fee set by the Board of Supervisors is required.

5. Special Uses – Medical Marijuana

Medical Marijuana Dispensary/Cultivation and Medical Marijuana Dispensary Offsite Cultivation Location as defined in the section of this Zoning Ordinance entitled "Definitions," subject to all rules adopted by the Arizona Department of Health Services and to the following conditions:

- a. Medical Marijuana Dispensaries or Medical Marijuana Offsite Cultivation Locations shall not be located within 35 miles of any other medical marijuana dispensary or medical marijuana offsite cultivation location.

- b. Medical Dispensaries and Medical Marijuana Offsite Cultivation Locations shall not be located within 1,500 feet of:
 - i. A church; or,
 - ii. A public or private elementary or secondary school; or,
 - iii. A public or private day care center, preschool, nursery, kindergarten, or similar use; or,
 - iv. A public park, playground, or public recreational facility; or,
 - v. School bus stop, Library, Substance Abuse Treatment Facilities,
 - vi. An adult oriented business.
- c. Medical Marijuana Dispensaries shall be located only within the M1 Zoning Districts.
- d. Drive-thru facilities shall not be permitted with any dispensary.
- e. Dispensaries shall not permit the consumption of marijuana in any form on the premises or parcel of land.
- f. Medical Marijuana Dispensaries with cultivation and off-site cultivation shall only be permitted in M1 Zoning Districts.
- g. For purposes of this Conditional Use Permit, the notification area for the application shall be 1,500 feet.
- h. For purposes of measuring separation distances required in this section, the measurements shall be taken in a straight line from the closest exterior walls of any affected structures without regard to intervening structures or objects or political boundaries.
- i. Medical Marijuana Dispensaries shall be open to the public only from 8:00 AM to 5:00 PM daily, Monday through Friday.
- j. A Medical Marijuana Dispensary or a Medical Marijuana Offsite Cultivation Location facility lawfully operating is not rendered in violation of these provisions by the subsequent location of a church, public or private elementary or secondary school, a kindergarten or preschool or similar use, a park or playground, or an adult oriented business within 1,500 feet of the Medical Marijuana Dispensary or Medical Marijuana Offsite Cultivation Location.
- k. Applicant shall provide a copy of registration approved by Department of Health Services prior to opening for business.
- l. A Medical Marijuana Dispensary must be located in a site built structure and not a manufactured home or RV.
- m. A Conditional Use Permit (CUP) is valid for one year and then must be renewed. Any CUP may be revoked for failure to comply with all conditions.
- n. No person under 18 years of age is permitted within these facilities without an adult-guardian with a registration card from the Department of Health Services.
- o. This provision shall not be construed as permitting any use or act which is otherwise prohibited or made punishable by law.

- p. Cultivation for a medical marijuana qualified patient and designated caregiver as defined in Section 102 of the Zoning Ordinance is subject to all rules adopted by the Arizona Department of Health Services and to the following conditions:
 - i. For purposes of this Conditional Use Permit the notification area for the application shall be 1,500 feet.
 - ii. A Conditional Use Permit is valid for one year and then must be renewed.
 - iii. Any Conditional Use Permit may be revoked for failure to comply with all conditions.
 - iv. The Qualifying patient and designated caregiver cultivation location must be accessory to the primary use of residential, must not be detectable from the exterior of the property in which the cultivation takes place.
 - v. Medical marijuana cultivation as an accessory use to the qualifying patient's or caregiver primary residence shall only be permitted if the residence is located at least 25 miles distant from a Medical Marijuana Dispensary and in full compliance with regulations as established by the Department of Health Services for medical marijuana.

D. USE PERMITS

Use Permits are issued by the Zoning Inspector for the development or use of any property which is subject to a Use Permit. Such permit shall set forth by incorporation or reference all stipulations and limitations of the use of said property, as well as the time period for which such permit shall be issued. Use Permits are different from Conditional Use Permits (CUPs) because CUPs are for more intense uses that require public hearings.

1. Application Requirements

- a. The applicant shall submit a Use Permit Application on a form provided for that purpose.
- b. Accompanying the application, the applicant shall provide a site plan setting forth the location of the proposed use.
 - i. The site plan shall be prepared on 8.5" x 11" or 11" x 17" sheet or sheets not to exceed 24" X 36".
 - ii. The plan shall be drawn to a scale not to exceed one hundred (100) feet per inch and shall set forth, at a minimum, the following information:
 - a) The boundaries of the subject property.
 - b) A legal description.
 - c) The location of existing and proposed improvements.
 - d) Such other information as the Zoning Inspector may deem necessary.
 - iii. Upon submitting the application, the applicant shall pay the appropriate nonrefundable fee.

2. Review

- a. Upon receipt of the application, site plan and fee, the Zoning Inspector or his designee shall:

- i. Set a date for an administrative hearing not later than twenty-one (21) days following receipt of same.
- ii. Notify all adjoining property owners of the purpose of the application and the date, time and location of the administrative hearing.
- iii. Make a record of all testimony in favor or against the application at the administrative hearing.

3. Decision

The Zoning Inspector shall notify the applicant in writing no later than fifteen (15) working days after the administrative hearing of his decision to approve or deny the application, fully stating the reasons for denial or any stipulations or limitations regarding approval.

4. Appeals

The applicant may appeal the denial of an application or appeal the conditions required for the use by filing a form of appeal with the Board of Adjustment within fifteen (15) working days following the issuance or denial of a permit.

E. TEMPORARY USE PERMITS

1. The purpose of a Temporary Use Permit is to permit one-time or short time use of land for a special event or an interim use. Application for a Temporary Use Permit shall be made on a form provided for such purpose by the Community Development Division and the appropriate non-refundable fee shall be paid. An expiration date will be provided when each temporary use permit is issued.
2. Temporary uses may be granted in all zoning districts subject to conditions, which shall consider the intent and purpose of the particular zoning district and minimize adverse impact on the neighborhood.
3. All temporary uses shall be subject to a Temporary Use Permit that shall be issued by the Zoning Inspector or his designated representative subject to the provisions of this section.
4. Application Requirements
 - a. Application for a Temporary Use Permit shall include a written authorization of the owner of the property on which the temporary use is proposed and setting forth any specific conditions placed by the property owner on the proposed use, which conditions shall be incorporated into the Temporary Use Permit.
 - b. The owner of the property on which the Temporary Use Permit is granted shall be a co-applicant for the permit, and shall be held responsible for the conformance of the use to the conditions set forth in the Temporary Use Permit and for the restoration of the property to its original condition following the termination of the use.
 - c. If deemed necessary by the Zoning Inspector or the Planning and Zoning Commission due to the nature of the use, the applicant may be required to provide for private security, post bond or provide proof of insurance and shall indemnify Gila County against any claims arising from permitted uses.

- d. Any Temporary Use Permit may be revoked without notice, if the Zoning Inspector determines that conditions have been violated or that the use is causing a nuisance.
- e. The Planning and Zoning Commission may extend the time limits or modify the limitations of Temporary Use Permits by conditional use in accordance with the provisions of Section 101 of this Zoning Ordinance entitled “Application Procedures,” subsection “Conditional Uses and Conditional Use Permits.”

5. Performance Standards

Approval of a Temporary Use Permit application shall require compliance with the following performance standards, along with any further conditions deemed necessary by the Zoning Inspector in order to reduce possible detrimental effects to surrounding properties and to protect the public health, safety and welfare:

- a. Noise shall not be generated by any use to the point of disturbing the peace, quiet and comfort of neighboring properties.
- b. Adequate on-site parking shall be provided.
- c. No permit shall be issued if the use at the proposed location is deemed to be potentially hazardous to the public. No use shall be permitted in a public right-of-way.
- d. Adequate sanitary facilities shall be provided for on-site; sanitary facilities shall conform to State and County Health Department requirements.
- e. Provision shall be made for the collection and disposal of all solid waste generated in conjunction with the proposed use.
- f. Lighting shall be limited to that necessary to conduct the proposed use safely and shall be shielded so that direct illumination shall be confined to the boundaries and site access. The operation of searchlights and similar lighting sources is prohibited.
- g. Any required County or State Health Department or Sheriff’s Office permits or licenses must be obtained.

6. Uses Requiring a Temporary Use Permit

- a. Special events, having maximum duration of five days per event, including such activities as:
 - i. Transient amusement activities (such as carnivals, circuses, outdoor concerts).
 - ii. Tent revivals.
 - iii. Outdoor flea markets.
 - iv. Outdoor product shows.
 - v. Christmas tree sales lots.
 - vi. Contractor’s offices and storage yards on the site of active construction projects.

- vii. Mobile/manufactured homes or recreational vehicles for security purposes on the site of an active construction project, but not for a total of more than six months in any twelve month period.
- viii. Roadside sales stands and temporary food sales stands, but not for a total of more than six months within any twelve-month period.
- ix. Batch plants and crushing operations in conjunction with a specific construction project for a period not to exceed the duration of the project.
- x. Other uses of a temporary nature similar to the above.

F. PRE-APPLICATION MEETING

Prior to application for any variance, appeal, amendment, Conditional Use Permit, Temporary Use Permit, Development Plan, Comprehensive Master Plan amendment, or any other review or permit process, a pre-application meeting with the Community Development Division staff is strongly encouraged. The review is free and often saves duplication of effort and avoids misunderstandings.

1. The purpose of the pre-application review is:
 - a. To familiarize the Community Development Division with the request.
 - b. To determine application requirements and familiarize the applicant with the review process and procedures.
 - c. To identify land use and development policies which may affect the outcome of the request.
 - d. To permit a cursory technical review at a conceptual stage to identify conflicts in objectives and to identify potential solutions for those conflicts.
 - e. To identify the requirements for citizen participation and familiarize the applicant with related issues.

G. PUBLIC HEARINGS



The Board of Supervisors, Planning and Zoning Commission, and Board of Adjustment shall hold public hearings as required by Arizona Revised Statutes and this Zoning Ordinance.

1. Applicability

The following applications shall require a public hearing:

- a. Applications to amend the Comprehensive Master Plan for the unincorporated private properties of Gila County.
- b. Applications to amend the zoning classifications and the zoning maps in the unincorporated private properties of Gila County.

- c. Applications for a Conditional Use Permit in the unincorporated private properties of Gila County.
- d. Applications for a Variance from the requirements of the Zoning Ordinance in the unincorporated private properties of Gila County.

2. Noticing

- a. A public hearing shall be held by the Board of Supervisors, Planning and Zoning Commission or Board of Adjustment within a reasonable time after filing of an application, after first causing notice to be given to parties of interest and the public, by posting the property of application, if a property is involved, and publishing once in a newspaper of general circulation in accordance with State law.
- b. It shall not be the responsibility of the Board of Supervisors or its agents to maintain the posting once erected.

H. VARIANCE

The purpose of the variance procedure is to provide a means whereby the literal terms of this Zoning Ordinance need not be applied, where there are practical difficulties or unnecessary hardships so that the spirit of this Zoning Ordinance shall be observed, public safety and welfare secured, and substantial justice done.

1. Application Requirements

- a. An application for a variance shall be filed with the Community Development Division on forms provided.
- b. An application for a variance shall only be initiated by a property owner, an agent authorized by the owner. Proof of ownership of the subject property and/or a notarized 'authorized agent' form shall be required.
- c. A complete application form may require a site plan depicting the special circumstance or location of the deviation from district standards, a detailed description of the request or the specific grounds for an appeal of a Community Development Division decision.
- d. A map of the subject property and surrounding properties within 300' of the subject property boundaries shall be required. (Staff will assist with maps and property information, when a pre-application meeting is requested.)
- e. Two (2) sets of the site plan (8.5" x 11" or 11"x 17") drawn to scale and accuracy, commensurate with its purpose, shall be required. As a site plan is specific to a particular situation, the applicant shall confer with the Community Development Division to determine the information required. (i.e. locations of structures and buildings, building floor plans, elevations, parking areas and accesses, trees and vegetation, signage, drainages, etc.)
- f. The application shall be accompanied by payment of the appropriate fee on the schedule of such charges as adopted by the Board of Supervisors. When a variance request is for a deviation from district standards, fees are not refundable.

When appeals are made of a Community Development Division decision, the Board of Adjustment shall have the discretion to refund all, a portion, or none of the application-filing fee.

2. Review

- a. An application for a variance shall be submitted to the Zoning Inspector and shall be reviewed by the Board of Adjustments within 30 calendar days of receipt of a completed application as determined by the Zoning Inspector.
- b. The Zoning Inspector shall submit the application and a written report to the Board of Adjustment with a recommendation on whether the variance should or should not be granted or modified.

3. Criteria for Granting a Variance

A variance shall be granted only under the following:

- a. Due to special circumstances applicable to the property, including its size, shape, topography, location, impact to adjoining property uses and destruction of vegetation, the strict application of these regulations will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district.
- b. That a grant of a variance will be subject to conditions as will ensure that the adjustment authorized will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.
- c. The special circumstances applicable to the property are not self-imposed by any person presently having an interest in the property.
- d. The variance will not allow the establishment of a use which:
 - i. is not otherwise permitted in the zoning district;
 - ii. would result in the extension of a non-conforming use; or
 - iii. would change the zoning classification of any or all of the property.

4. Decision

The Board of Adjustment shall hold a public hearing, review the standards and the Zoning Inspector's report, consider the testimony and other evidence presented at the hearing and grant a variance with specific conditions or deny the variance.

5. Appeal

- a. Appeals to an Adjustment Board may be taken by any person who feels that there is error or doubt in the interpretation of the Zoning Ordinance or that, due to unusual circumstances attaching to his property, an unnecessary hardship is being inflicted on him.
- b. The appeal shall state whether it is a plea for interpretation or for a variance, along with the grounds for the appeal.

- c. Any person aggrieved by a decision of the Board of Adjustment shall have the right, within thirty (30) days, to appeal to the Superior Court. The appeal shall be based on the record before the Board of Adjustment.

SECTION 102

DEFINITIONS

For the purpose of this Zoning Ordinance, certain terms and words are herein defined (words used in the present tense include the future; words in the singular number include the plural; and words in the plural include the singular); the word “shall” is mandatory and not permissive; the word “person” includes individuals, partnerships, corporations, clubs, or associations; the word “structure” includes the word “building.” The following words or terms, when applied in this Zoning Ordinance, shall carry full force when used interchangeably: lot, plot, parcel, or premises; used, arranged, occupied or maintained; sold or dispensed; construct, reconstruct, erect, alter (structurally or otherwise), but not the term “maintain” or any other form thereof. The following additional words and phrases shall for the purpose of this Zoning Ordinance have the following meanings:

ABUT: To physically touch or border upon, or to share a common property line.

ACCESSORY BUILDING: (See BUILDING, ACCESSORY)

ACCESSORY USE OR STRUCTURE: A use or structure that is clearly and customarily incidental and subordinate to the primary use or structure and is located on the same lot or may be under certain circumstances on an adjoining lot.

ACRE: An area of land forty-three thousand, five hundred sixty square feet (43,560)

ACRE, NET: An area comprising forty-three thousand, five hundred sixty (43,560) square feet of land excluding rights-of-way, roadway easements and ingress and egress easements.

ADJACENT: Nearby, but not necessarily touching.

ADJOINING LOT OR LAND: A lot or parcel of land which shares all or part of a common lot line with another lot or parcel of land.

AGRICULTURE: Shall mean the tilling of the soil, raising of crops, horticulture, viticulture, silviculture, apiculture, aquaculture, small livestock raising, and/or pasture and range livestock production; including all uses incidental thereto, but not including commercial dairies, stockyards, feedlots, slaughterhouses, fertilizer yards, or plans for the reduction of animal matter or any other related industrial use which is similarly objectionable because of noise, odor, smoke, dust or fumes; nor including the concentrated single use operation of the raising of hogs, turkeys, chickens or fur bearing animals.

ALLEY: A public passageway, affording a secondary means of access to abutting property.

ANIMAL UNITS: An animal unit shall represent the unit of measurement utilized as the basis for determining the number of domestic farm animals permitted on non-agricultural parcels and shall consist of one large animal, or three medium animals, or ten small animals.

ANTIQUE: A product that is sold or exchanged because of value derived or because of oldness as respects the present age, and not simply because same is not a new product.

APARTMENT: An attached dwelling unit.

APARTMENT HOUSE: A building containing apartments.

ARCHITECTURAL ELEMENTS: Elements indicative of local heritage; embellishments to windows, doors, etc.

ARTIST: One who practices an art in which imagination and taste presides over execution. This is not deemed to include the business of teaching the mechanics of the art.

ATTACHED BUILDING: (See BUILDING, ATTACHED)

AUTOMOBILE SERVICE STATION: A place of business having pumps and/or storage tanks from which fuel and/or lubricants are dispensed at retail directly into the motor vehicle. Service, inspection and minor repairs are considered accessory to the sale of such fuel and lubricants.

BED AND BREAKFAST ESTABLISHMENT: A type of home occupation involving a portion of a single family dwelling in which from one to five bedrooms are completely furnished guest rooms occupied on a nightly basis for compensation, and ordinarily involving the serving of a morning meal prepared on the premises.

BERM: An earthen mound designed to provide visual interest, screen undesirable views and/or decrease noise.

BILLBOARDS: See Signs, Off-Site

BOARD: The Gila County Board of Supervisors.

BOARDING HOUSE: A limited commercial activity in which up to five rooms in a dwelling are occupied as completely furnished guest rooms occupied on a weekly or monthly basis for compensation, and in which food prepared on the premises may be served to the occupants in a common dining room.

BUFFER: Thought of as a “transitional space,” a buffer consists of horizontal space (land) and vertical elements (plants, berms, fences or walls). Its purpose is to physically separate and visually screen adjacent land uses that are not fully compatible.

BUILDING: A structure having a roof supported by columns or walls.

BUILDING, ACCESSORY: A subordinate building, either attached or detached from the main building, containing an accessory use.

BUILDING AREA: The total areas, taken on a horizontal plane at the mean grade level, of the principal buildings and all accessory buildings exclusive of uncovered porches, terraces and steps.

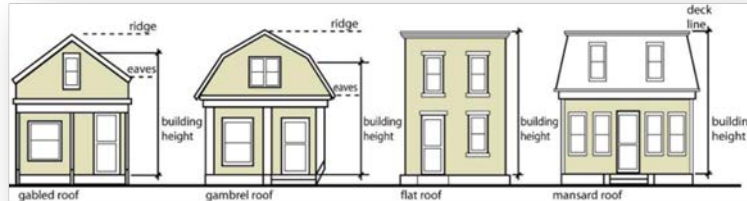
BUILDING, ATTACHED: A building which has at least a part of a wall in common with another building, or which is connected to another building by a roof which exceeds 6 feet between opposite open ends.

BUILDING, CLOSED: A building completely enclosed by a roof, walls and doors.

BUILDING, COMMUNITY: A public or quasi-public building used for community activities of an educational, recreational, or public service nature.

BUILDING, DETACHED: A building which is separated from another building or buildings on the same lot. Buildings connected only with a roof not more than 6 feet wide between opposite open ends shall be deemed detached.

BUILDING HEIGHTS: The vertical distance measured from the grade level to the highest level of the roof surface of flat roofs, to the deck line of mansard roofs, or to the mean height between eaves and ridge for gable or gambrel or hip roofs. Except where specifically provided in this Zoning Ordinance, building height does not apply to portions of buildings extending above the general roof line and comprising an aggregate area not greater than twenty five percent (25%) of the total roof area, or to structures other than buildings.



BUILDING, MAIN: A building or buildings in which is conducted the principal use of the lot on which it is situated. In any residential district, any dwelling shall be deemed to be the main building of the lot on which the same is situated.

BUILDING, PUBLIC: (See PUBLIC BUILDING OR USE)

BUILDING SCALE: The relationship between the mass of a building and its surrounding, including the width of the street, open space, and mass of surrounding buildings. Mass is determined by the three dimensional bulk of a structure; height, width and depth.

CAMPING TRAILER: (See RECREATIONAL VEHICLE)

CARPORT: An open porch used solely for the parking of motor vehicles and containing no enclosing walls, screen, lattice or other material other than the wall or walls of the building to which it is attached, or other than a storage room.

COLOR BOARD: The Historic Colors of America color chart put out by Spectra-Tone Paint.

COMMERCIAL ACRE: Thirty Six Thousand (36,000) square feet of land area, exclusive of streets and alleys and other non-developable square footage.

COMMISSION: Planning and Zoning Commission.

COMMON OPEN SPACE: Squares, greens neighborhood parks, public parks, and linear environmental corridors owned and maintained by the County.

COMMUNITY BUILDING: (See BUILDING, COMMUNITY)

COMMUNITY DEVELOPMENT DIVISION: This is the duly authorized division of Gila County government that is responsible for adherence to all rules and regulations of this Zoning Ordinance.

COMPREHENSIVE MASTER PLAN: A plan adopted by the County Board of Supervisors by Resolution No. 03-11-02 providing a program to guide the orderly growth of the County.

CONDITIONAL USE: A use 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 PERMIT: A permit issued in conjunction with the establishment of a Conditional Use setting forth by incorporation or reference all qualifying conditions governing the use of the property.

CONDOMINIUM: Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

CONFORM TO (COMPLY WITH) ZONING REGULATIONS: Means conformance with all applicable requirements of the Zoning Ordinance including, but not limited to, minimum lot size, lot configuration such as lot width and lot depth, setbacks, distances between buildings, performance standards and property development standards.

CONGREGATE RESIDENCE: Any building or portion thereof which contains facilities for living, sleeping and sanitation, and may include facilities for eating and cooking, for occupancy by other than a family. A congregate residence may be a shelter, convent, monastery, dormitory, fraternity or sorority house, but does not include jails, hospitals, nursing homes, hotels, or boarding houses.

CONTIGUOUS: In actual contact.

COTTAGE INDUSTRY: A limited manufacturing activity carried on by the occupant of a dwelling as a secondary use in connection with which there is no outdoor display of stock-in-trade or unenclosed storage of raw materials or products; not more than three non-residents of the premises may be employed; may be conducted within the main dwelling or an accessory building, provided that not more than fifty percent of the combined floor area may be devoted to the cottage industry; adequate on-site parking will be provided for all permitted activities, but there shall be no more than five parking spaces; the permitted use will not generate vibration, smoke, dust, glare, heat, excessive noise or electrical interference with the reception of radio and television reception.

COURT: Any space other than a yard on the same lot with a building or group of buildings and which is unobstructed and open to the sky from above the floor level of any room having a window or door opening on such court. The width of a court shall be its least horizontal dimension.

CUSTOM: Pertaining to work, service or assembly done to order for individual customers for their own use or convenience.

DAY NURSERY: (See SCHOOL, NURSERY)

DETACHED BUILDING: (See BUILDING, DETACHED)

DISTRICT: Refers to zoning district (either Use District or Density District).

DOMESTIC FARM ANIMALS: Animals, other than household pets, that are kept and maintained for commercial production and sale and/or family food production, education or recreation. Domestic farm animals are identified by the following categories: A- Large Animals include horses, donkeys, mules, cattle and other bovine animals. B - Medium Animals include sheep and goats. C- Small Animals include rabbits, chinchillas, chickens, turkeys, ducks, geese and pigeons.

DRIVE-IN RESTAURANT: Any establishment where food or beverages are dispensed for consumption on the premises, but not within a closed building.

DRIVE-IN THEATER: An open-air theater where the performance is viewed by all or part of the audience from motor vehicles.

DWELLING: A building containing one or more dwelling units

DWELLING, CONVENTIONAL: Shall mean a dwelling constructed on the site by craftsmen utilizing basic materials delivered to the site. Said building shall consist of footings and foundations poured in place and solidly attached to the walls, which shall be constructed in place. Roofing materials, interior and exterior finishes shall be applied on the site.

DWELLING, MOBILE/MANUFACTURED HOME: A structure, transportable in one or more sections, which is at least 8 feet wide and 32 feet in length, which is built on a permanent chassis and designed to be used as a dwelling unit, with or without a permanent foundation, when connected to the required utilities.

DWELLING, MODULAR: A dwelling unit delivered to the site in one or more factory-assembled modules consisting of multiple building systems. Modules shall be such that they may not be towed on their own chassis. Modular dwelling unit shall be permanently affixed to a permanent foundation system.

DWELLING, MULTIPLE: A building containing two or more dwelling units.

DWELLING, PRECUT: A dwelling unit delivered to the site as individually sized building components with little, if any, factory assembly of building subsystems. The parts and components of said precut building shall be assembled on the site and permanently affixed to a permanent foundation system.

DWELLING, PREFABRICATED: A dwelling unit delivered to the site in a combination of sized individual building components and partially assembled building modules comprising primarily a portion of a single building system (i.e., floor, wall). Such dwelling shall be capable of site assembly by relatively unskilled crews and shall be permanently affixed to a permanent foundation system.

DWELLING UNIT: Any building or portion thereof containing one or more habitable rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single household.

DWELLING UNIT, PERMANENT: A dwelling unit of any type occupied, or suitable for occupation, for a period exceeding one hundred eighty (180) days.

ERECT: The incorporation of materials into a building or structure.

FAÇADE: The front of a building or any side facing a public way or area.



FAMILY: An individual or two or more persons related by blood, marriage or adoption, or a group not to exceed six unrelated persons living together as a single housekeeping unit.

FIRE AND/OR EXPLOSION HAZARD: Any structure, material or use operated or maintained in a manner likely to result in a sudden or immediate fire and/or explosion as determined by the Fire Marshal having jurisdiction.

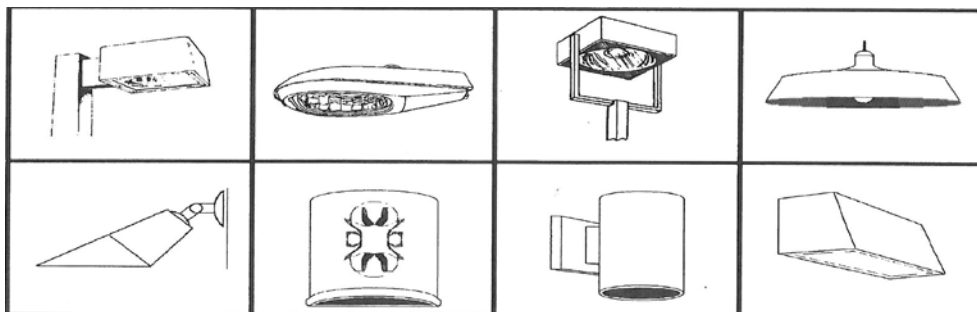
FREIGHT STATION: A facility for loading, unloading and warehousing of freight.

FREIGHT TERMINAL: A facility for loading and unloading of freight for current distribution and not warehousing.

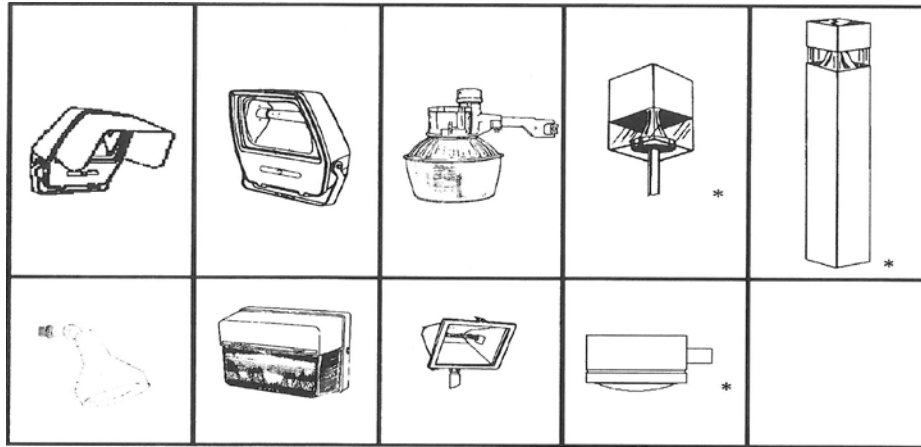
FULLY SHIELDED FIXTURE: Means a light fixture or luminous tube constructed and mounted such that all light rays emitted by the fixture or tube, either directly from the lamp, tube, or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

A practical working way to determine if a fixture or tube is fully shielded: if the lamp or tube, any reflective surface, or lens cover (clear or prismatic) is visible when viewed from above or directly from the side, from any angle around the fixture or tube, the fixture or tube *is not* fully shielded.

Examples of fixtures that *are* fully shielded (Note: To be fully shielded these fixtures must be closed on top and mounted such that the bottom opening is horizontal):



Examples of fixtures that are NOT fully shielded:



*Note: Even though the lamp in these fixtures is shielded from direct view when viewed from the side or above, reflective surfaces and/or lens covers *are* directly visible from the side.

*Note for luminous (neon) tubes: When such lighting is installed under or behind a roof overhang, if the roof-line or eave is not horizontal the tubing may be visible from above when viewed from the side and therefore be unshielded.

GARAGE, PRIVATE: An accessory building occupied primarily by the passenger motor vehicle of the family's resident on the same lot. This may include one commercial vehicle under five-ton capacity. Non-commercial vehicles of persons not resident on the lot may occupy up to one-half the capacity of such garage.

GARAGE, PUBLIC: Any building, other than that herein defined as a private garage, used for the storage or care of motor vehicles, or where any such vehicles are equipped for operation, repaired, or kept for remuneration, hire or sale.

GOVERNMENT AGENCY: The City of Globe, Town of Miami and/or Gila County Government that has jurisdiction over the area of concern.

GRAZING: The feeding of livestock on open range or fenced pasture for commercial purposes, and uses customarily incidental thereto, including facilities for the temporary assemblage of livestock prior to shipping, but not including commercial dairies, slaughterhouses, feedlots, fertilizer yards, bone yards or plants for the reduction of animal matter.

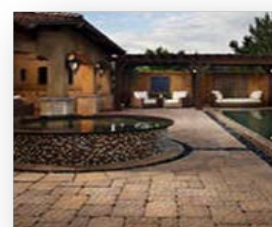
GROUND COVER: Vegetative groundcovers that serve to keep soil from eroding or moving as a result of natural forces.

GUEST HOUSE: A detached or semi-detached secondary conventional dwelling unit having not more than 800 square feet of gross floor area and containing not more than two habitable rooms along with sanitary facilities and an optional kitchenette, occupied by relatives, servants or the non-paying guests of the occupant of the main dwelling.

GUEST ROOM: A room having no cooking facilities intended for occupancy by one or more persons not members of the family.

HABITABLE ROOM: A room within a structure for eating or sleeping. Bathrooms, toilet compartments, closets, halls, storage and utility spaces are not considered habitable rooms.

HARDSCAPE: Hardscape, or "hardscaping" refers to inanimate elements of landscaping. Anything used in landscaping that is not part of the living component of the landscape (i.e. plants) can be considered a hardscape element (i.e. water fountains, stone walls, concrete or brick patios, tile paths, wooden decks and wooden arbors).



HEIGHT OF BUILDING: (See BUILDING HEIGHT)

HELP-SELF LAUNDRY: (See LAUNDRY, SELF-HELP)

HOME OCCUPATION: A limited commercial activity carried on by the occupant of a dwelling as a secondary use, including professional and semi-professional offices, when conducted and entered from within the dwelling, in connection with which there is no outdoor display of stock-in-trade; not more than one non-resident of the premises is employed; not more than one-fourth of the floor area of one story of the main dwelling or a detached home workshop not more than two hundred (200) square feet in area is to be used for such home occupation; and provided the residential character of the main dwelling is not changed by said use; and, said use does not cause any sustained or unpleasant or unusual noises or vibrations or noxious fumes or odors, or cause any parking or traffic congestion in the immediate neighborhood.

HOSPITAL: A place for the treatment or care of human ailments; and, unless otherwise specified, the term shall include sanitarium, preventorium, clinic, maternity home, rest home, and convalescent home.

HOTEL: A building other than a boarding house as defined herein, which building contains more than five guest rooms, and where entrance to the sleeping rooms or apartments is from a common entrance or lobby.

HOTEL, APARTMENT: (See APARTMENT HOTEL)

HOUSEHOLD: See "Family".

HOUSEHOLD PETS: Small domestic animals such as dogs, cats and certain birds, reptiles, fish, rodents and furbearing animals, but not including swine of any breed, which may, under normal circumstances, be kept within the confines of a dwelling unit, either caged or uncaged, and which are not kept, bred, raised or exchanged for commercial purposes.

INDIVIDUAL: Shall mean any private individual, tenant, lessee, owner, or any commercial entity including but not limited to companies, partnerships, joint ventures or corporations.

INORGANIC GROUNDCOVERS: River rock, artificial turf, artificial plant material, gravel, concrete, asphalt paving or other similar non-living material.

INSPECTOR: Zoning Inspector or any of his Deputy Zoning Inspectors.

INTERIOR LOT: (See LOT, INTERIOR)

JUNK: Any scrap, waste, reclaimable material, or debris, whether or not stored or used in conjunction with dismantling, processing, salvage, storage, baling, disposal, or other use or disposition, including but not limited to inoperable and unregistered motor vehicles, tires, vehicle parts, equipment, paper, rags, metal, glass, building materials, household appliances, brush, wood and lumber.

JUNK YARD: The use, either commercially or otherwise, of a lot, parcel, or portions thereof, for the storage, collection, processing, purchase, sale or abandonment of waste paper, rags, scrap metal, or other scrap or discarded goods, materials or machinery, or two or more unregistered, inoperable motor vehicles, or other type of junk.

KENNEL, COMMERCIAL: Any kennel maintained for the purpose of boarding, raising or training dogs or cats over the age of four months for a fee or for exchange or sale.

KENNEL, NON-COMMERCIAL: Any property where five or more dogs and/or cats over the age of four months are kept or maintained for use and enjoyment of the occupant for non-commercial purposes.

KEY LOT: (See LOT, KEY)

KINDERGARTEN: Same as Nursery School, except when operated in conjunction with a school of general instruction and having accredited instruction.

LANDSCAPING: The combination of landscape elements in a designed, specific application that meets the purposes of this Zoning Ordinance. Landscape elements may include vegetation, such as trees, cacti, shrubs and groundcovers and other elements such as walls, earth berms, planters, and other architectural or structural elements.

LAUNDRY, SELF-HELP: A building in which domestic type washing machines and/or dryers are provided on a rental basis for use by individuals doing their own laundry.

LAWN: An area of grass maintained for decorative or recreational use.

LIVESTOCK: All animals otherwise classified as Domestic Farm Animals, but also including swine.

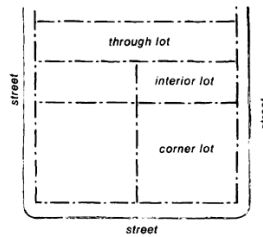
LIVING UNIT: (See DWELLING UNIT)

LOT: A parcel of land, or two or more parcels to be used as a unit, and having its principal frontage on a dedicated street or street easement. Where a half-street has been dedicated from such parcel, such shall be qualification for street frontage.

LOT, CORNER: A lot abutting on two or more intersecting or intercepting streets, where the angle of intersection does not exceed one hundred thirty five (135) degrees. A corner lot shall be considered to be in that block in which the lot fronts.

LOT DEPTH: The shortest distance between the mid-point of each the front and rear line.

LOT, INTERIOR: Lots having no sides abutting on a street.



LOT, KEY: An interior lot having one side (at least) contiguous to the rear line of a corner lot.

LOT LINE, FRONT: That part abutting a street. The front line of a corner lot shall be the shorter of the two street lines as originally platted or, if such are equal, the most obvious front by reason of usage by adjacent lots. The front line of a through lot shall be that line which is obviously the front by reason of usage by adjacent lots. Such a lot exceeding one hundred eighty eight (188) feet in depth may be considered as having two front lines.

LOT LINE, REAR: That lot line opposite the front line. Where the side lines of the lot meet in a point, the rear line shall be considered parallel to the front line of a tangent of the mid-point of a curved front line and lying ten (10) feet within the lot.

LOT LINE, SIDE: Those property lines connecting the front and rear property lines.

LOT, THROUGH: A lot in which the front and rear lines abut on a street.

LOW PROFILE SIGN: A sign that does not exceed a height of five feet from finished grade.

MAIN BUILDING: (See BUILDING, MAIN)

MAINTAIN: The replacing of a part or parts of a building which have been made unusable by ordinary wear or tear or by the weather.

MARQUEE SIGN: A permanent or portable illuminated freestanding sign that employees flashing or moving elements.

MEDICAL MARIJUANA DESIGNATED CAREGIVER CULTIVATION LOCATION: An enclosed, locked facility such as a closet, room, greenhouse or other building that complies with all Department of Health Services regulations for the cultivation of medical marijuana. The establishment of a cultivation location by a designated caregiver must be in compliance with all regulations adopted by the Arizona Department of Health Services and State Statutes applicable to the use of medical marijuana.

MEDICAL MARIJUANA DISPENSARY: An entity defined in A.R.S. §36-2801(11) that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials. Must be authorized by Department of Health Services.

MEDICAL DISPENSARY OFFSITE CULTIVATION LOCATION: The additional location where marijuana is cultivated by a Medical Marijuana Dispensary as referenced in A.R.S. §36-2804(B) (1) (b) (ii). Must be in compliance with all Department of Health Services regulations for medical marijuana cultivation.

MEDICAL MARIJUANA INFUSION (OR MANUFACTURING) FACILITY: A facility that incorporates medical marijuana (cannabis) by the means of cooking, blending, or incorporation into consumable/edible goods.

MEDICAL MARIJUANA QUALIFYING PATIENT CULTIVATION LOCATION: An enclosed, locked facility such as a closet, room, greenhouse or other building with a Conditional Use Permit issued by Gila County where a patient who is qualified to cultivate marijuana pursuant to A.R.S. §36-2801 cultivates marijuana. The establishment of a cultivation location by a qualified patient must be in compliance with all regulations adopted by the Arizona Department of Health Services and State Statutes applicable to the use of medical marijuana.

MOBILE/MANUFACTURED HOME: (See DWELLING, MOBILE/MANUFACTURED HOME)

MOBILE/MANUFACTURED HOME DEVELOPMENT: Any lot, tract, or parcel of land used or offered for use in whole or in part, with or without charge, for the parking of more than two mobile/manufactured homes, travel trailers, or recreation vehicles.

MOBILE/MANUFACTURED HOME PARK: A site with required improvements and utilities for the long-term parking of mobile/manufactured homes, which may include services and facilities for the residents.

MODULAR HOME: (See DWELLING, MODULAR)

MOTEL: A building or group of buildings containing guest rooms or apartments, each of which maintains a separate outside entrance, used primarily for the accommodation of automobile travelers, and providing automobile parking space on the premises.

MOTOR HOME: (See RECREATIONAL VEHICLE)

MULTIPLE DWELLING: (See DWELLING, MULTIPLE)

NATURAL BUFFER: A buffer that is composed of undisturbed areas in which disturbance is prohibited except to enhance small areas by planting the same plant material and density as undisturbed areas endemic to the site area.

NATURAL OPEN SPACE: Undisturbed, native vegetation.

NEWSPAPER OF GENERAL CIRCULATION: Shall be deemed to mean a daily newspaper, if one is published in the County Seat; if no daily newspaper is published, a weekly newspaper may be used.

NUISANCE: Any act, action, or condition relating to the use of property which endangers the health, safety or property of others, or which interferes with the enjoyment or use of property.

NURSERY SCHOOL: (See SCHOOL, NURSERY)

OPEN PORCH: (See PORCH, OPEN)

OVERHEAD PROTECTION STRUCTURE: Overhead protection structures are devices installed on a building façade or freestanding devices intended to provide shade and protection to pedestrian areas and display windows. These may include porches, colonnades, trellises, pergolas, canopies, awnings and recessed doorways.

PORCH, OPEN: A porch in which any portion extending into a front or side yard shall have no enclosure by walls, screens, lattice or other material higher than fifty four (54) inches above the natural grade line adjacent thereto, which porch is to be used solely for ingress and egress, and not for occupancy as a sleeping porch or wash room.

PRE-FABRICATED HOME: (See DWELLING, PRE-FABRICATED)

PRIVATE GARAGE: (See GARAGE, PRIVATE)

PRIVATE USE: (See USE, PRIVATE)

PROFESSIONAL USE: (See USE, PROFESSIONAL)

PUBLIC GARAGE: (See GARAGE, PUBLIC)

RECREATIONAL VEHICLE:

1. A vehicular type unit which is a portable camping trailer mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold for camping; or a motor home designed to provide temporary living quarters for recreational, camping or travel use and built on or permanently attached to a self-propelled motor vehicle chassis cab or van that is an integral part of the completed vehicle.
2. A park trailer (park model) built on a single chassis, mounted on wheels and designed to be connected to utilities necessary for operation of installed fixtures and appliances and has a gross trailer area of not less than three hundred twenty square feet and not more than four hundred square feet when it is set up, except that it does not include fifth wheel trailers.
3. A travel trailer mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use, of a size or weight that may or may not require special highway movement permits when towed by a motorized vehicle and has a trailer area of less than three hundred twenty square feet. This subdivision includes fifth wheel trailers.
4. If a unit requires a size or weight permit, it shall be manufactured to the standards for park trailers in A 199.5 of the American National Standards Institute Ordinance. A portable truck camper constructed to provide temporary living quarters for recreational, travel or camping use and consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pickup truck.

RECREATIONAL VEHICLE PARK: A plot of ground upon which two or more spaces with the required utilities and improvements are located and maintained for occupancy by recreational vehicles as temporary living quarters for recreational and vacation purposes.

RESIDENTIAL USE: (See USE, RESIDENTIAL)

RESTAURANT: An establishment other than a boarding house, where meals which are prepared therein may be procured by the public.

REST HOME: Same as Hospital.

SCHOOL: A place of general instruction having accredited instruction acceptable to the educational authorities.

SCHOOL, NURSERY: An institution for the day time care of children of pre-school age. Even though some instruction may be offered in connection with such care, the institution shall not be considered a "school" within the meaning of this Zoning Ordinance.

SCREENING ELEMENT: Any landscaping or structure used to conceal or reduce the negative visual and/or audio impacts of certain land uses or activities from streets or adjacent development. The height of a screening device is measured from the highest finished grade abutting the element to be screened.

SELF-HELP LAUNDRY: (See LAUNDRY, SELF-HELP)

SEXUALLY ORIENTED BUSINESS DEFINITIONS:

For the purpose of this section, the following definitions apply unless the context clearly indicates otherwise.

1. **Adult Arcade** means any place to which the public is permitted or invited and in which coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors or other image producing devices are regularly maintained to show images that are characterized by the depiction or description of specific sexual activities or specific anatomical areas to persons in booths or viewing rooms.
2. **Adult Bookstore** or **Adult Video Store** or **Adult Novelty Store** means a commercial establishment that offers for sale or rent or for any form of consideration any one or more of the following:
 - a. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, compact discs, video reproductions or slides or other visual representations that depict or describe specific sexual activities or specific anatomical areas; or
 - b. instruments, devices or paraphernalia that are designed for use in connection with specific sexual activities.
3. **Adult Cabaret** includes any nightclub, bar, restaurant or other similar commercial establishment, whether or not alcoholic beverages are served, that features:
 - a. Persons who appear in a state of nudity or who are seminude.
 - b. Live performances that are characterized by the exposure of specific anatomical areas or specific sexual activities.
 - c. Films, motion pictures, videocassettes, slides or other photographic reproductions that are characterized by the depiction or description of specific sexual activities or specific anatomical areas.

NOTE: Nothing in the definition of Adult Cabaret shall be construed to apply to the presentation, showing, or performance of any play, drama, or ballet in any theater, concert hall, fine arts academy, school, institution of higher education, or other similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion or exploitation of nudity for the purpose of advancing the economic welfare of a commercial or business enterprise.

4. **Adult Live Entertainment Establishment** means an establishment that features:
 - a. Persons who appear in a state of nudity or semi-nudity; or

- b. live performances that are characterized by the exposure of specific anatomical areas or specific sexual activities.
- 5. **Adult Motel** means a hotel, motel or similar commercial establishment that:
 - a. Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions that are characterized by the depiction or description of specified sexual activities or specified anatomical areas; and advertises the availability of this adult type of photographic reproductions; or
 - b. offers a sleeping room for rent for a period of time that is less than ten hours; or
 - c. allows a tenant or occupant of a sleeping room to sub rent the room for a period of time that is less than ten hours.
- 6. **Adult Motion Picture Theater** means a commercial establishment in which for any form of consideration films, computer simulations, motion pictures, videocassettes, slides or other similar photographic reproductions that are characterized by the depiction or description of specific sexual activities or specific anatomical areas are regularly shown.

NOTE: Nothing in the definition of Adult Motion Picture Theater shall be construed to apply to the presentation, showing or performance of any play, drama or ballet in any theater, concert hall, fine arts academy, school, institution of higher learning or other similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion or exploitation of nudity for the purposes of advancing the economic welfare of a commercial or business enterprise.
- 7. **Adult Service** means dancing, serving food or beverages, modeling, posing, wrestling, singing, reading, talking, listening or other performances or activities conducted for any consideration in a Sexually Oriented Business by a person who is nude or seminude during all or part of the time that the person is providing the service.
- 8. **Adult Service Provider** or **Erotic Entertainer** means any person who provides an adult service.
- 9. **Adult Theater** means a theater, concert hall, auditorium or similar commercial establishment that regularly features persons who appear in a state of nudity or semi-nudity who engage in live performances that are characterized by the exposure of specific anatomical areas or specific sexual activities.
- 10. **Adult Video Facility** means a commercial establishment where, for any consideration, films, motion pictures, video cassette projections, slides or other visual media characterized by depiction of specific sexual activities or specific anatomical areas are shown in the regular course of business as a principal business purpose of the establishment. Adult Video Facility does not include a theater where all viewing occurs in a common area with seating for fifty (50) or more persons. This definition does include Adult Arcades.
- 11. **Discernibly Turgid State** means the state of being visibly swollen, bloated, inflated or distended.
- 12. **Dual Purpose Business** means a commercial establishment that devotes at least ten percent (10%) of its interior sales or display space to the sale or rental, for any form of consideration, of any one or more of the following:

- a. Books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the exhibition or description of specified sexual activities or specific anatomical areas; or
 - b. instruments, devices, or paraphernalia which are designed for use or marketed primarily for stimulation of human genital organs or for sadomasochistic use or abuse of themselves or others; and which does not meet the definition of Adult Bookstore, Adult Novelty Store or Adult Video Store set forth above. Floor space shall be measured by dividing the floor space where patrons or customers of the establishment are permitted where the primary sales or displays are of materials described above by the total floor space where patrons or customers of the establishment are permitted regardless of the materials.
13. **Employee** means a person who works or performs any service on the premises of a sexually oriented business on a full-time, part-time or contract basis, whether or not the person is denominated an Employee, independent contractor, agent, or otherwise, and whether or not the person is paid a salary, wage or other compensation by the operator of the business. This does not include a person exclusively on the premises for repair or maintenance of the premises or equipment on the premises, or for the delivery of goods to the premises, nor an attorney, accountant or other person whose primary function is to provide professional advice and assistance to the licensee.
14. **Enterprise** means a corporation, association, labor union or other legal entity, as provided in A.R.S. 13-105.
15. **Escort** means a person who for consideration agrees or offers to act as a companion, guide or date for another person or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.
16. **Escort Agency** means a person or business association that furnishes, offers to furnish or advertises the furnishing of escorts as one of its primary business purposes for any fee, tip or other consideration.
17. **Establish or Establishment** means and includes any of the following:
- a. The opening or commencement of any sexually oriented business as a new business; or
 - b. the conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business; or
 - c. the addition of any sexually oriented business to any other existing sexually oriented business.
18. **Exotic Dance Service** means any business or person who provides Exotic Dancers to perform at a private residence, business, or other location (other than an Adult Cabaret).
19. **Exotic Dancer** means a male or female dancer that performs seminude or nude for compensation.
20. **Explicit Sexual Material** means any drawing, photograph, film negative, motion picture, figure, object, novelty device, recording, transcription or any book, leaflet, pamphlet, magazine, booklet or other item, the cover or contents of which depicts human genitalia or depicts or verbally describes nudity, sexual activity, sexual conduct, sexual excitement or sadomasochistic abuse in a

way which is harmful to minors. Explicit sexual material does not include any depiction or description which, taken in context, possesses serious educational value for minors or which possesses serious literary, artistic, political or scientific value.

21. **Licensee** means a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual or individuals listed as an applicant on the application for a sexually oriented business license. In case of an employee, it shall mean the person in whose name the sexually oriented business employee license has been issued.
22. **Massage Establishment** means an establishment in which a person, firm, association or corporation engages in or permits massage activities, including any method of pressure on, friction against, stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating of external soft parts of the body with the hands or with the aid of any mechanical apparatus or electrical apparatus or appliance. This paragraph does not apply to:
 - a. Persons authorized by the laws of this state to practice medicine, osteopathy, chiropractic, podiatry, or naturopathy;
 - b. registered nurses, licensed practical nurses or technicians when acting under the supervision of a licensed physician or osteopath;
 - c. persons employed or acting as trainers for any bona fide amateur, semi-professional or athlete or athletic team; or
 - d. persons authorized by the laws of this state as barbers or cosmetologists, provided their activity is limited to the head, face, or neck.
23. **Nude Model Studio** means a place where a person who appears seminude, in a state of nudity, or who displays specific anatomical areas and is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration. Nude Model Studio shall not include a proprietary school licensed by the State of Arizona or a college, junior college or university supported entirely or in part by public taxation; a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or in a structure:
 - a. That has no sign visible from the exterior of the structure and no other advertising that indicates a nude or seminude person is available for viewing; and
 - b. where in order to participate in a class a student must enroll at least three days in advance of the class; and
 - c. where no more than one nude or seminude model is on the premises at any one time.
24. **Nude, Nudity or State of Nudity** means any of the following:
 - a. The appearance of a human anus, genitals or female breast below a point immediately above the top of the areola; or
 - b. a state of dress that fails to opaquely cover a human anus, genitals or female breast below a point immediately above the top of the areola or the showing of the covered male genitals in a discernibly turgid state.

25. **Operate or Cause to Operate** means to cause to function or to put or keep in a state of doing business. Operator means any persons on the premises of a sexually oriented business who is authorized to exercise operational control of the business or who causes to function or who puts or keeps in operation the business. A person may be found to be operating or causing to be operated a sexually oriented business whether or not that person is an owner, part owner, or licensee of the business.
26. **Patron** means a person invited or permitted to enter and remain upon the premises of a sexually oriented business, whether or not for consideration.
27. **Person** means an individual, firm, organization, business trust, limited liability company, joint venture company, proprietorship, partnership, corporation, association, or other legal entity.
28. **Public Display** means the placing of material on or in a billboard, viewing screen, theater marquee, newsstand, display rack, vending machine, window, showcase, display case or similar place so that material within the definition of Explicit Sexual Material is easily visible or readily accessible from a public thoroughfare, from the property of others, or in any place where minors are invited as part of the general public.
29. **Regularly Features or Regularly Shown** means a consistent or substantial course of conduct, such that the films or performances exhibited constitute a substantial portion of the films or performances offered as a part of the ongoing business.
30. **Seminude or Semi-Nudity or In a Seminude State** means a state of dress in which opaque clothing covers no more than the genitals, pubic region and female breast below a point immediately above the top of the areola, as well as portions of the body that are covered by supporting straps or devices.
31. **Sexual Encounter Center** means a business or commercial enterprise that, as one of its principal business purposes, offers for any form of consideration the following:
- a. Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or
 - b. activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or is seminude.
32. **Sexually Oriented Business** means an Adult Arcade, Adult Bookstore, Adult Video Store, Adult Novelty Store, Adult Cabaret, Adult Live Entertainment Establishment, Adult Motel, Adult Motion Picture Theater, Adult Theater, Adult Video Facility, Dual Purpose Business, Escort Agency, Exotic Dance Service, Massage Establishment that offers or provides Adult Service, Nude Model Studio, Sexual Encounter Center or any business or facility that offers or provides an Adult Service.
- NOTE: A commercial establishment may have other business purposes that do not meet the definition of a Sexually Oriented Business but such other business purposes will not serve to exempt such commercial establishment from being categorized as a Sexually Oriented Business so long as one of its principal business purposes qualifies as such.
33. **Specific Anatomical Areas** means any of the following:
- a. A human anus, genitals, pubic region or a female breast below a point immediately above the top of the areola that is less than completely and opaquely covered.

- b. Male genitals in a discernibly turgid state, even if completely and opaquely covered.

34. **Specific Sexual Activities** means and includes any of the following:

- a. Fondling or other erotic touching of the human genitals, pubic region, buttocks, anus or female breast.
- b. Sex acts, normal or perverted, actual or simulated, including acts of human masturbation, sexual intercourse, oral copulation or sodomy.
- c. Urinary or excretory functions as part of or in connection with any of the activities set forth in (a) or (b) above.

35. **Video** includes image reproduction and display by videotape or any other medium, such as digital video disk or compact disk that produces moving or still images on a screen, wall, or other similar display.

36. **Viewing Room** means the room, booth, or area where a patron of sexually oriented business would ordinarily be positioned while watching a film, videocassette, or other video or visual production or reproduction.

SIGN: A display for the purpose of making anything known and visible beyond the boundaries of the property on which same is located.

SIGN, OFF-SITE: A sign advertising a business, place, activity, goods, services or products on a different property than where the sign is located.

SIGN, ON-SITE: A sign advertising a business, place, activity, goods, services or products on the same property which the sign is located.

SLEEPING ROOM: A room other than a guest room, in which cooking facilities are provided.

STORY: That portion of a building included between the surface of any floor and the surface of the next floor above it, or, if there is no floor above it, then the space between the floor and the ceiling next above it. A basement, the ceiling of which is less than 4'6" above the grade level shall not be considered a floor. A mezzanine floor shall be considered a story if it exceeds an area of forty percent (40%) of the area of the floor next below it.

STREET: A public passageway which affords a principal means of access to abutting property.

STRUCTURE: Anything built or installed by arranging parts together, such as buildings, tanks, fences, signs, pools, towers, etc.

TIME SHARE PROJECT: A project in which a purchaser receives the right in perpetuity, for life or for a term of years to the recurrent, exclusive use of occupancy of a lot, parcel, unit or segment of real property, annually or on some other periodic basis, for a period to time that has been or will be allotted from the use or occupancy periods into which the project has been divided.

TOURIST COURT: (See MOTEL)

TOWNHOUSE DEVELOPMENT: A subdivision consisting of single dwellings constructed as part of a series of dwellings, all of which are either attached to the adjacent dwelling or dwellings by party walls, or are located immediately adjacent thereto with no visible separation between walls or roofs.

TRADITIONAL NEIGHBORHOOD: A compact, mixed use neighborhood where residential, commercial, office and civic buildings are within close proximity to each other.

TRAILER: A structure standing on wheels, towed or hauled by another vehicle and used for short-term human occupancy, carrying materials, goods or objects, or as a temporary office.

TRAILER PARK: (See MOBILE/MANUFACTURED HOME DEVELOPMENT, MOBILE/MANUFACTURED HOME PARK, RECREATIONAL VEHICLE PARK)

TRAVEL TRAILER: (See RECREATIONAL VEHICLE)

USE: The purpose for which a building or lot is arranged, designed, occupied or maintained.

USE, ACCESSORY: A use incidental to the principal use on the same lot.

USE, NONCONFORMING: A use or activity which was lawful prior to adoption, revision or amendment of the Zoning Ordinance, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the zoning district.

USE PERMIT: Shall be a permit issued by the Zoning Inspector for the development or use of any property which is subject to a Use Permit. Such permit shall set forth by incorporation or reference all stipulations and limitations of the use of said property, as well as the time period for which such permit shall be issued. (THIS IS NOT A CONDITIONAL USE PERMIT)

USE, PERMITTED: A use in a district which is allowed therein by reason of being listed among the “Permitted Uses” in the district.

USE, PRIVATE: A use restricted to the occupants of a lot or building, together with their guests, where compensation is not received, and where no commercial activity is associated with the same.

USE, PROFESSIONAL: The rendering of services of a professional nature by: (1) members of the professions licensed by competent authority; (2) teachers in a school of general instruction; (3) artists practicing the fine arts; (4) consultants recognized by organizations of licensed professions.

USE, PUBLIC: A use which is open to all, generally not for compensation, and which is not restricted to those dwellings on the same lot with the public use or public building.

USE, RESIDENTIAL: Shall be deemed to include single and multiple dwellings, hotels, motels and trailer parks.

UTILITY EQUIPMENT: Hardscape devices which are installed vertically into/onto the property and visible from the corridor for the purpose of power transmission, lighting, or communication.

WILD OR EXOTIC ANIMALS: Animals other than Household Pets or Domestic Farm Animals not commonly domesticated and normally requiring confinement or special handling to avoid injury to human beings.

WRECKING YARD: (See JUNK YARD)

XERISCAPE: A water-efficient landscaping technique, utilizing unthirsty native or drought tolerant exotic plants.

YARD: An area of uniform width behind which the exterior walls of any main building must be established. Such yard is measured as the minimum horizontal distance from a lot line or an existing or projected right-of-way line. A yard shall be unobstructed by structures, except where otherwise permitted under the terms of this Zoning Ordinance.

YARD, FRONT: A yard abutting the front lot line.

YARD, REAR: A yard abutting the rear lot line.

YARD, SIDE: A yard abutting that portion of a side lot line lying between the front and rear yards.

ZONING DISTRICT: A zoned area in which the same zoning regulations apply throughout.

ZONING INSPECTOR: For all applications of this Zoning Ordinance, the Community Development Division Director of Gila County is the duly appointed Zoning Inspector.

ZONING REGULATIONS: Shall mean the Planning and Zoning Regulations, Gila County, Arizona.

SECTION 103

GENERAL STIPULATIONS & PROVISIONS – ALL DISTRICTS

The following stipulations and provisions shall apply to all districts unless supplanted and/or supplemented by differing stipulations and provisions established in any particular district.

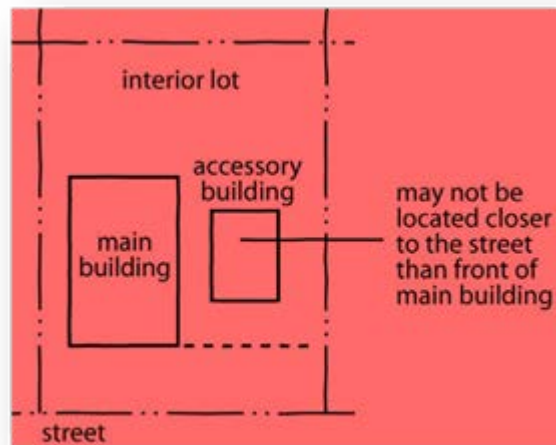
SECTION 103.1

STRUCTURES AND USES

COMPLIANCE TO DISTRICT REQUIREMENTS

- A. No building or other structure shall be erected, altered, or moved, nor shall any land or building be used, designed or intended to be used for any purpose or in any manner other than is included among the uses hereinafter listed as permitted in the district in which such structure or land is located, except that any structure may be removed from any property.
- B. No building or other structure shall be erected or added to, so as to exceed in height the limit hereinafter designated for the district in which located, whether such height be designated in stories, number of feet, or otherwise.
- C. No building or other structure shall be erected or added to in such manner as to encroach upon or reduce any open space, yard setback requirement, lot area, or parking area as is hereinafter designated for the district in which such structure or open space is located. No yard or other space on one lot shall be considered as providing a yard or open space for a structure on any other lot.
- D. No building or structure shall be erected, constructed, reconstructed, altered, maintained or used in such a manner that the life, health, property or safety of the public or its occupants are endangered. This includes, but is not limited to, a building or structure or portion thereof:
 - 1. In which the means of exit does not provide safe and adequate means of egress in case of fire or panic;

2. In such a condition that it is likely to partially or completely collapse;
 3. That is manifestly unsafe for the purpose for which it is being used;
 4. That is used or intended for use as a dwelling and is determined by the Health Official to be unfit for human habitation or in such a condition that it is likely to cause sickness or disease.
 5. That is determined by the Fire Marshall to be a fire hazard.
- E. No property or use shall be operated or maintained in such a manner as to be a fire and/or explosion hazard; no property or use shall be allowed to emit toxic fumes or generate toxic waste; neither shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, or glare to such an extent as to constitute a nuisance; no property or use shall be operated or maintained to store junk or in such a manner as to be deemed a junk yard, unless permitted within a specific zoning district.
- F. Accessory uses and structures for residential property
- a. Setbacks for an exempt structure shall be the same as those established for non-exempt structures except that the applicant can apply for an administrative variance to reduce the setback to no less than three feet from the side and rear setback requirements.
 - b. No accessory structure or use shall be placed in the front yard.
 - c. Accessory uses or structures may be established without the principle or primary use through the use permit process where it can be clearly established that the structure or use will not be a nuisance to surrounding neighbors or negatively impact the neighborhood.



- G. No structure shall be removed from any property without a demolition permit that considers life safety issues for hazardous materials such as asbestos and lead paint.

SECTION 103.2

GENERAL REQUIREMENTS FOR LOTS

No lot shall hereafter be created, whether by minor land division, record of survey, small subdivision or subdivision, that contains less than the minimum number of square feet or minimum lot dimensions established for the zoning district or density district in which it is located.

SECTION 103.3

RESTRICTION ON REGULATING THROUGH ZONING

A. NOTHING CONTAINED IN THIS ZONING ORDINANCE SHALL:

1. Affect existing uses of property or the rights to its continuing use, or the reasonable repair or alteration thereof, for the purpose for which it was used at the time the Zoning Ordinance affecting the property takes effect.
2. Prevent, restrict, or otherwise regulate the use or occupation of land or improvements for railroad, mining, metallurgical, grazing or general agricultural purposes, if the tract concerned is 5 or more contiguous commercial acres. Land shall be classified as being used for grazing purposes if 50% or more of the income from the land is derived from the use or rental of the land for grazing purposes. Land shall be classified as being used for general agricultural purposes if 50% or more of the income from the land is derived from the use or rental of the land for the production of agricultural products.
3. A non-conforming business use within a district may expand, if such expansion does not exceed one hundred percent of the area of the business at the time of ordinance adoption.
4. A 12-month discontinuance of the operation of a non-conforming use shall be deemed as an expiration of non-conforming status. Any further use shall be in conformity with the provisions of the district in which same is located.
 - a. Discontinuance of a nonconforming use may be evidenced by removal of equipment, materials, improvements or other indications that such nonconforming use is no longer being made of that property, and/or by a lack of use of the nonconforming use of the subject property for the 12 month period, whether or not any intention to abandon such use is present any and all future uses shall conform to this Zoning Ordinance.
 - b. If a nonconforming use or structure is damaged or destroyed by fire, earthquake, flood, explosion, natural disaster, or act of public enemy, the nonconformance may be reconstructed and used as before if done within 12 months of the event date.

SECTION 103.4

OFF-STREET PARKING

- A. In order to help alleviate congestion on public streets, the following vehicular parking requirements shall apply, and no building permit shall be issued for use permitted other than in conformity with the following requirements.

1. Where parking spaces are referred to, such space shall represent an area of not less than nine (9) feet by twenty (20) feet, exclusive of driveways required to make such space accessible from public streets or alleys.
2. Where parking requirements are referenced to floor areas, such shall be construed to mean the gross building floor area used by, or to serve, people in connection with such use, but shall not include floor areas used for vehicular parking and incidental storage or other accessory space.
3. Where parking spaces are referenced to seats, each eighteen (18) inches of pew width may be considered as one seat.
4. If such required parking is located other than on the lot upon which use it serves, or adjacent property permitting such parking requirements, once approved and/or provided, must be continuously maintained in the manner provided by this Zoning Ordinance, together with any additional parking facilities necessitated by expansion of floor areas and/or uses.
5. In the case of mixed uses, the total parking requirements shall be the sum of the requirements of the various uses computed separately.

B. GENERAL REQUIREMENTS FOR OFF-STREET PARKING USES ARE AS FOLLOWS:

1. For the purpose of converting parking spaces into the required or permitted parking area, plans must be submitted to show how the required or permitted parking spaces shall be arranged in the area supplied for that purpose and to indicate sufficient space for turning maneuvers, as well as adequate ingress and egress to the parking area, before a permit is granted.
2. In any district other than in R1, R1L, SFR, RR, SR, or GR, where such space is required, the area of such space shall be surfaced with asphaltic surfacing, concrete, or other paving material acceptable to the Community Development Division, to prevent dust and erosion.
3. The parking of two or more commercial vehicles of more than one ton capacity on any lot in any residential district shall be considered a commercial use and is prohibited.
4. "Floor areas" shall mean the gross floor area and/or the open land area used for service to the public as customers, patrons, clients, or patients, including areas occupied by fixtures and equipment used for display or sale of merchandise. It shall not mean floors or parts of floors used principally for non-public purposes, such as storage, automobile parking, incidental repair, processing or packaging of merchandise, show windows, or for offices incidental to the management or maintenance of stores or buildings, or for restrooms or powder rooms.
5. In any case, in a Commercial C1 or less restricted district, where a lot used for automobile parking space adjoins a residential district, there shall be a solid wall of masonry not more than six nor less than four feet in height along the lot line of such lot, which lot line forms the boundary of said residential district; except where such wall adjoins the front yard of the adjoining residential lot, said wall shall be three feet in height. The lot owner or occupant of the C1 or less restricted district shall maintain said wall in a neat and orderly condition. As appropriate, on a case by case basis, an

alternative selection of landscape delineation may be utilized to meet these needs as approved by the Zoning Inspector.

6. Any lights used to illuminate parking space in a commercial district shall be so arranged as to reflect the light away from the adjoining rights of way.
7. Except where a wall is required, a minimum six-inch high curb or bumper guard shall be constructed so that no part of a vehicle shall extend over or beyond any property line.
8. Whenever a building permit has been granted and the plans so approved for off-street parking, the subsequent use of such property shall be deemed to be conditional upon the unqualified continuance and availability of the parking provisions contained in such plans. Any use of such property in violation hereof shall be deemed in violation of this Zoning Ordinance. Should the owner or occupant of any building to whom a building permit has been granted containing off-street parking requirements so change the use to which such building is put as to increase off-street parking as required under this Zoning Ordinance, it shall be unlawful and a violation of this chapter to begin or maintain such altered use prior to compliance with increased off-street parking provisions of this section.
9. No addition or enlargement of an existing building or use shall be permitted unless parking requirements of this Zoning Ordinance are met for the entire building or use.
10. In the case of mixed use, the total requirements for off-street parking space shall be the sum of the requirements of the various uses computed separately as specified in this section, and the off-street parking spaces for one use shall not be considered as providing the required off-street parking for any other use.
11. All parking areas, except in an R1, R1L, SFR, RR, SR, or GR District, shall be entered and exited in a forward motion of the vehicle. Sufficient space for maneuverability in compliance with this section shall be included in plans submitted pursuant to Section 103.4(A)(1) above.
12. There shall be no commercial parking lots in an R1, R2, R3, R4, R1L, SFR, RR, SR, GR and/or MHS District, except for a walled or fenced and landscaped RV and boat storage area for the private use of the residents of the same subdivision.
13. Handicapped parking shall be provided in accordance with the Arizona Revised Statutes.
14. In any computations of fractions of parking space requirements, the total number of spaces required shall be rounded to the next highest whole number.

C. PARKING REQUIREMENTS

Automobile parking space shall be provided according to the following schedule and subject to the following conditions in any district in which any of the following uses shall be established. Where off-street parking requirements are specified in the regulations of any of the various zoning districts, those requirements shall apply therein.

1. Single-family dwellings and two-family dwelling (duplexes) shall have two off-street parking spaces for each dwelling unit, which space shall be provided on the lot upon which such dwelling unit is located.

2. “Multi-unit dwellings” include triplexes, fourplexes, boarding houses, apartments, and all similar structures devoted to habitation. The following requirements shall apply for said dwellings:
 - a. One and one-half parking spaces for each studio, efficiency, or one bedroom unit;
 - b. one and three-fourths parking spaces for each unit containing two bedrooms;
 - c. two parking spaces for each unit containing three or more bedrooms; and
 - d. for each development containing more than five units, one parking space in addition to the above requirements shall be provided for each ten units or major fraction thereof for visitor parking. All parking spaces shall be provided on the lot upon which the units are located.
3. Places of public assembly, including private clubs, lodges, and fraternal buildings not providing overnight accommodations, assembly halls, skating rinks, dance halls, bowling alleys, theaters, amusement parks, race tracks, funeral homes, must have at least one off-street parking space for each five (5) seats provided for patron use and/or at least one off-street parking space for each seventy-five (75) square feet of floor areas used for public assembly but not containing fixed seats.
4. Churches and related buildings: At least one off-street parking space for each five (5) seats or ninety inches of pew space, or, if fixed seats are not provided, then one off-street parking space shall be provided for each thirty (30) square feet of floor area in the main assembly area. Accessory buildings in the church complex shall provide parking spaces in accordance with the following: Classrooms, whether used for school or church activities, shall have one parking space for each four hundred (400) square feet of gross floor area. Other buildings shall have one parking space for each four hundred (400) square feet of gross floor area. All such parking will be located on the same lot as the building or on a contiguous lot.
5. Restaurants, bars, taverns, nightclubs, and all other similar dining and/or drinking establishments shall have off-street parking space of at least one space for each fifty (50) square feet of floor area and one parking space for each two hundred (200) square feet of outdoor patio area (exclusive of kitchen, restrooms, storage, etc.). Such parking shall be located on the same lot or contiguous lots.
6. Hotels, motels, guest lodges, fraternities and sororities shall have one off-street parking space for each two beds.
7. Hospitals shall have parking space for each three patient beds, plus at least one off-street parking space for each resident doctor, plus at least one additional off-street parking space for each three employees including nurses not domiciled on the property.
8. Doctors’ offices, dentists’ offices, medical clinics, and medical centers shall have one parking space for each one hundred fifty (150) square feet of gross floor area between exterior walls, plus one parking space for each employee, and such parking shall be located on the same lot or on contiguous lots with said uses.
9. Nursing or convalescent home health care facilities, including specialized care facilities and minimal care facilities, shall have one parking space for each two beds.

10. Office buildings, retail establishments, commercial buildings, and any commercial establishment not specified herein shall have one off-street parking space for each three hundred (300) square feet of gross floor area.
11. Wholesale, manufacturing, and industrial plants, including warehouses and storage buildings and yards, public utility buildings, contractor equipment and storage yards, business service establishments such as blueprinting, printing and engraving, soft drink bottling establishments, fabricating plants, and all other structures devoted to similar mercantile or industrial pursuits, shall have at least one off-street parking space for each three employees and an additional one parking space for each one thousand (1,000) square feet of gross floor area.
12. Schools shall have at least one off-street parking space for each three employees, including administrators, teachers, and building maintenance personnel, and at least one off-street parking space for each ten high school, college or university students, predicated upon the designed capacity of the physical plant. Such parking shall be located on the same lot or on contiguous lots with said uses.

SECTION 103.5

OFF-STREET LOADING SPACE AND ADA (AMERICANS WITH DISABILITIES ACT) PARKING REQUIREMENTS

A. OFF-STREET LOADING SPACE

In order to avoid undue interference with the public use of streets, alleys, and sidewalks, on-the-property berths are required for the standing, loading, and unloading of vehicles. Such berths shall not be less than ten (10) feet in width and thirty (30) feet in length, exclusive of access aisles and maneuvering space. Any building exceeding a gross floor area of twenty five thousand (25,000 square feet), except residences and apartments, shall provide one such berth plus an additional berth for each additional eighty thousand (80,000) square feet of gross floor area.

B. HANDICAPPED REQUIREMENTS

All off-street parking areas, except for single family residential, shall include spaces reserved for use by persons with disabilities. Spaces shall be provided in proportion to the total number of spaces required. The ADA standards will be used in determining compliance.

Total Parking Required on Lot	Required Number of Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 and over	+1 space / 50 spaces

Each accessible parking space shall have on its right side, an adjacent access aisle not less than five feet in width, except that two accessible spaces may share a single access aisle. Every access aisle shall lead directly to a curbed ramp and accessible route of travel to the principle building or buildings on the site.

SECTION 103.6

SIGNS

A. TEMPORARY ADVERTISING SIGNS

1. Temporary single-faced or V-shaped signs advertising sale of lots from a recorded subdivision which have been approved by the proper authorities are permitted in any district, subject to the following provisions and stipulations, when located in any Residential, C1, or PM District:
 - a. Must be removed after twelve (12) months or thirty (30) days after completion of such sales, whichever time is shorter, unless such time is extended by the Board of Adjustment.
 - b. Must be on or at the property being subdivided.
 - c. Shall not be closer than thirty (30) feet to a residential zoned property adjacent to such subdivision and provided further that when such sign is placed within one hundred (100) feet of a residence adjacent to said subdivision [or if a residence is later placed on such adjacent property within one hundred (100) feet of such existing sign], then the sign must be located (or relocated) to the setback required for such and the sign face made parallel to the street.
 - d. No such sign exceeding thirty six (36) square feet of panel area shall be located closer than three hundred (300) feet to any other such sign in the same subdivision.
 - e. Shall not exceed the height allowed for signs in the district where located.
 - f. Shall not be audible or animated, including banners, pennants or devices set in motion by movement of air.
 - g. May be lighted by indirect illumination as provided herein.

B. OFF-STREET SIGNS

Signs, other than traffic safety signage, will not be allowed in any existing or projected street right-of-way or street easement. Any portion of a sign located other than in a street right-of-way or street easement shall be subject to the following provisions and stipulations:

1. Shall exercise installation and operational precautions necessary to assure adequate traffic safety and so as not to interfere with the efficiency of traffic control devices.
2. Any such sign placed in any unoccupied portion of the triangular area on a corner lot formed by measuring thirty three (33) feet along both street lines or street easement lines, as the case may be, from their intersection shall have a minimum bottom height of eight (8) feet above the ground level directly below such sign.
3. Shall have no supports or guys in any portion of a street or street easement, or alley occupied by roadway, curb, or sidewalk.

4. Shall not exceed a height of twenty (20) feet above the ground grade level at the point of erection.

C. LIGHTING, ANIMATION, NOISE

Except where specifically designated to the contrary under a particular use district, no sign shall be illuminated, animated, or audible, including banners, pennants or devices set in motion by movement of air. Where lighting is permitted, the same shall be indirect illumination and the following provisions and stipulations shall prevail:

1. Shall not be intermittent, flashing or scintillating.
2. All sources of light shall be set in hood type reflectors with sides extended beyond the light source, so that no direct light is visible to the side.
3. All light beams shall be trained directly on the copy space.
4. No light bulb or tube exceeding one hundred (100) watts is permitted, nor shall the combined illumination from all sources exceed 1.5 watts for each square foot of copy space.
5. Such illumination shall be controlled by automatic switch timed to turn off no later than 11:00 PM.

D. NON-CONFORMING SIGNS

Non-conforming signs shall be subject to the following regulations:

1. Subject to the remainder of this section, non-conforming signs that were lawful when established may be continued.
2. No sign may be enlarged or altered in such a manner as to increase the extent of the nonconformity nor may illumination be added to any nonconforming sign.
3. A nonconforming sign may not be moved or replaced except to bring the sign into complete conformity with this Zoning Ordinance.
4. The message of a nonconforming sign may be changed so long as this does not create any new nonconformity (for example - creating an on-site sign which is not in conformance with on-site sign regulations).
5. Routine maintenance and repairs may be done so long as the cost of such work does not exceed 50 % of the value of such sign within any 12-month period.

SECTION 103.7

AMATEUR RADIO ANTENNA (HAM RADIO)

- A. Amateur radio antenna intended for non-commercial purposes are permitted in all Residential Districts, provided:

1. Such structures shall not be located in any required setback or in front of the front line of the dwelling or principal building;

2. such structures shall not exceed a height of 75’;
3. not more than one such structure per lot or parcel is allowed; and
4. no antenna shall be located closer than its height to any adjacent property or public right-of-way or any unrelated structures structurally engineered unless accompanied by plans that eliminate the need for a fall zone.



SECTION 103.8 COMMERCIAL COMMUNICATION TOWERS

- A. Commercial towers are permitted in all zoning districts with a Conditional Use Permit unless the use is currently allowed in that particular zoning district.
- B. In all zoning districts, communications towers shall be subject to the following stipulations:
 1. All communications towers must be structurally engineered.

2. No cellular tower than its height to public right of way unless structurally eliminate the need



shall be located closer any adjacent property, or any unrelated structure accompanied by engineered plans that for a fall zone.

SECTION 103.9
SEXUALLY ORIENTED BUSINESSES

A. FINDINGS; PURPOSE

1. Based on evidence of the adverse secondary effects of adult uses presented in reports made available to the Board of Supervisors as set forth in Resolution #04-03-07 enacting this section, and on findings, interpretations, and narrowing constructions incorporated in the cases described in said Resolution, the Board of Supervisors has made specific findings concerning the adverse secondary effects of sexually oriented businesses and the need for additional requirements for the operation of such businesses
2. It is the purpose of this section of the Zoning Ordinance to provide for the orderly regulation of sexually oriented businesses by establishing certain minimum standards in order to protect the health, safety, and general welfare of the citizens of Gila County, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually oriented businesses within the County. The provisions of this section of the Zoning Ordinance have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this section of the Zoning Ordinance to restrict or deny access by adults to sexually oriented materials protected by the First Amendment to the United States Constitution or the corresponding provisions of the Arizona Constitution, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this section of the Zoning Ordinance to condone or legitimize the distribution of obscene material.

B. STIPULATIONS AND PROVISIONS

1. Classifications: Sexually Oriented Businesses shall be classified as follows:
 - a. Adult Arcade
 - b. Adult Bookstore, Adult Video Store, or Adult Novelty Store
 - c. Adult Cabaret
 - d. Adult Live Entertainment Establishment
 - e. Adult Motel
 - f. Adult Motion Picture Theater
 - g. Adult Theater

- h. Adult Video Facility
- i. Dual Purpose Business
- j. Escort Agency
- k. Exotic Dance Service
- l. Massage Establishment that offers or provides Adult Service
- m. Nude Model Studio
- n. Sexual Encounter Center
- o. Any business, facility or person that offers or provides Adult Service.

2. Enclosure

A sexually oriented business shall be operated solely and totally within an enclosed building or structure in a manner that does not allow any activities occurring within that enclosure to be viewed from outside that enclosure.

3. Number of Sexually Oriented Businesses

There shall be no more than one sexually oriented business and no more than one classification of sexually oriented business per lot, parcel or tract or building.

4. Location

A sexually oriented business shall only be allowed in the C-3 (Commercial Three) District.

5. Spacing

A sexually oriented business shall not be located or operated within 2640 feet (½ mile) of the following:

- a. Another sexually oriented business;
- b. a building that contains another sexually oriented business;
- c. any daycare center, preschool, kindergarten, elementary or secondary school whether public, private or parochial;
- d. a public or private park or playground;
- e. a church, synagogue, temple, seminary, convent, or monastery;
- f. any residential zoning district, a single or multiple family dwelling or any established residential area whether zoned residentially or not;

- g. a museum, art gallery, library or community building whether public or private;
or
- h. any family oriented business including but not limited to restaurants, amusement parks, recreational facilities, movie theaters, semipublic and public pools, roller or ice skating rinks, batting cages, go-kart tracks, miniature golf courses, sports courts or fields, or any facility, commercial establishment, store, or business, whether public or private, that provides entertainment or services to persons under 18 years of age.

6. Method of Measurement

The distance requirement set by this section of the Zoning Ordinance shall be measured in a straight line without regard for intervening structures or objects, from the lot line of the property occupied by the sexually oriented business to the lot line of the property of the business or facility being measured to. In the case of residential zoning districts, the measurement shall be taken from the lot line of the property occupied by the sexually oriented business to the closest boundary line of that district. In the case of established residential areas, the measurement shall be taken from the lot line of the property occupied by the sexually oriented business to the closest property line of the property upon which a residence (single or multiple family dwelling) or residential accessory structure sits.

7. Hours of Operation

A sexually oriented business shall not be open or remain open for business at any time between the hours of 10:00 p.m. to 10:00 a.m. on Monday through Saturday and must remain closed on Sundays. However, a sexually oriented business which has obtained a license from the State of Arizona to sell alcoholic beverages may remain open to sell alcoholic beverages under the terms of that license but may not operate any sexually oriented business during the times prohibited.

8. Signage

It is prohibited for explicit sexual material to be put on public display for the purpose of advertising, describing or to assist in locating a sexually oriented business.

9. Pre-existing and Nonconforming Sexually Oriented Businesses

- a. The provisions of this section of the Zoning Ordinance shall apply to the activities of all sexually oriented businesses and sexually oriented business employees described herein, whether such businesses or activities were established or commenced before, on, or after the effective date of this section of the Zoning Ordinance subject to the protection provided by Arizona State Statutes and the Constitution of the State of Arizona.
- b. On the effective date of this section of the Zoning Ordinance, any person or entity holding a Certificate of Occupancy to lawfully operate a sexually oriented business shall be permitted to continue to operate as a legal nonconforming use; provided, however, that the use remains restricted to the same classification,

location and area (square footage) it occupied prior to that effective date. Should such business cease to operate or be discontinued for any period of time, it shall not thereafter be reestablished without being in full compliance with all provisions of this section of the Zoning Ordinance and other applicable codes and ordinances subject to the protection provided by Arizona State Statutes and the Constitution of the State of Arizona. The terms “cease to operate” or “discontinued for any period of time” shall mean the voluntary or intentional termination, cessation or discontinuance of the business by the owner or other party in interest or an involuntary termination of the business resulting from a violation of any applicable rule, regulation, ordinance, statute or law. The holder of the certificate of occupancy or operator of the business shall be responsible for providing documentation, acceptable to the Zoning Inspector, that a nonconforming sexually oriented business has not ceased to operate or been discontinued. A nonconforming sexually oriented business shall not be enlarged, increased or altered. Any change in use shall require full compliance with all provisions of this Zoning Ordinance and any other applicable codes subject to the protection provided by Arizona State Statutes and the Constitution of the State of Arizona.

- c. A sexually oriented business lawfully operating with a Certificate of Occupancy describing the sexually oriented business use as a conforming use is not rendered a nonconforming use by the subsequent location, of one or more of the business or uses listed under Section 103.9 (B)(5)(a-h) within 2,640 feet.

10. Certificate of Occupancy

A Certificate of Occupancy is required to legally operate a business in Gila County. Any change made or added to an existing business must be reflected in that Certificate of Occupancy. Sexually oriented businesses are recognized as a separate and distinct business use and that use must be reflected in the Certificate of Occupancy. A Certificate of Occupancy is required whether the sexually oriented business is a legal nonconforming use or a conforming use. Prior to issuance of a Certificate of Occupancy, the owner or applicant shall be required to file a Development Plan as required by this Zoning Ordinance.

11. Inspection

- a. Sexually oriented businesses and sexually oriented business employees shall permit officers or agents of Gila County to inspect the business premises for the purpose of ensuring compliance with the specific regulations of this section of the Zoning Ordinance, during those times when the sexually oriented business is occupied by patrons or is open for business. This section of the Zoning Ordinance shall be narrowly construed by the County to authorize reasonable inspections of the licensed premises pursuant to this section, but not to authorize a harassing or excessive pattern of inspections.

- b. The provisions of this section do not apply to areas of an adult motel which are currently being rented by a customer for use as a permanent or temporary habitation.

12. Severability

Any County ordinance containing any provision in conflict with any provision of this section of the Zoning Ordinance is hereby repealed. Each section, subsection and provision of this section of the Zoning Ordinance is hereby declared to be an independent division and subdivision and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provision of this section of the Zoning Ordinance, or the application thereof to any person or circumstance is held to be invalid, the remaining sections or provisions and the application of such sections and provisions to any person or circumstances other than those to which it is held invalid, shall not be affected thereby, and it is hereby declared that such sections and provisions are severable and would have been passed independently of such section or provision so known to be invalid.

13. Penalties and Enforcement

- a. A person who knowingly violates, disobeys, omits, neglects, or refuses to comply with or resists the enforcement of any of the provisions of this section of the Zoning Ordinance or any part thereof is guilty of a Class 2 Misdemeanor. Each day the violation is committed, or permitted to continue, shall constitute a separate offense and shall be treated as such.
- b. The County Attorney is hereby authorized to institute civil proceedings necessary for the enforcement of this Section (103.9) to prosecute, restrain, or correct violations hereof. Such proceedings including injunction, shall be brought in the name of the County, provided, however, that nothing in this section of the Zoning Ordinance and no action taken hereunder, shall be held to exclude such criminal proceedings as may be authorized by other provisions of this Zoning Ordinance, or any of the laws or ordinances in force in the County or State, or to exempt anyone violating this code or any part of the said laws from any penalty which may be incurred.

SECTION 103.10

PROPERTY DEVELOPMENT PLAN

A. PROPERTY DEVELOPMENT PLAN

Application for a permit for construction or site work related to multi-family, commercial, industrial, professional or mixed use shall be subject to prior approval by the Zoning Inspector or his designate of a Property Development Plan.

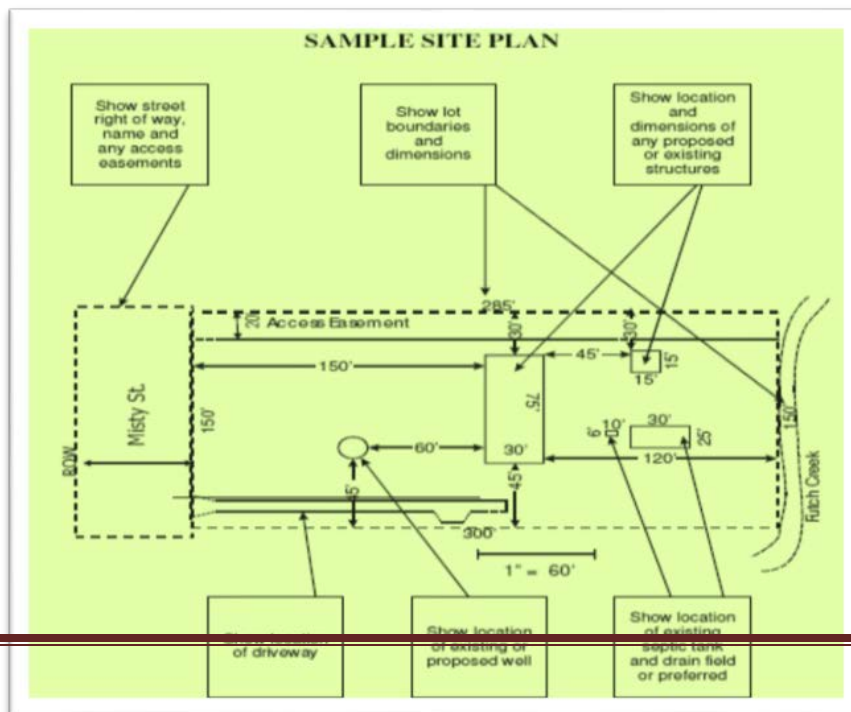
B. APPLICATION

Application for approval of a Property Development Plan shall be made on a form provided for such purpose by the Community Development Division and, in addition to the appropriate fee, shall be accompanied by maps, drawings and such other materials necessary to show the following:

1. The location and proposed use of all structures and site improvements drawn to scale on a site plan.
2. On-site parking arrangements, including loading areas and handicap parking spaces.
3. All related signage.
4. The type and location of landscaping to be used.
5. The proposed off-site circulation pattern and related improvements including right-of-way dedications, street improvements, traffic control measures, location and design of driveways acceleration and/or deceleration lanes.
6. Such additional information as the Zoning Inspector may deem necessary to evaluate the impact of the proposed development on surrounding uses.

C. REVIEW

1. The Zoning Inspector or his designated representative shall review the Property Development Plan to ensure compliance with regulations of this Zoning Ordinance. These may include: the land use, density, yard setbacks, building separation, structure heights, outdoor lighting, parking, signage, vehicular access, utilities and easements.
2. The applicant shall provide evidence of an approved means of sanitary disposal as permitted by Gila County Wastewater Department and meeting the Arizona Department of Environmental Quality requirements.
3. The applicant shall provide evidence of an approved review by the Floodplain Department and meeting Federal Emergency Management Agency (FEMA) requirements for the proposed location of the improvements.



D. DECISION

The Zoning Inspector or his designated representative shall: determine that the Property Development Plan is approved, request the applicant to comply with specific development requirements or deny the Property Development Plan, if the use is prohibited, causes a nuisance or cannot demonstrate compliance.

E. APPEALS

Appeals of the decision of the Zoning Inspector may be made to the Board of Adjustment and must be filed in writing with the Community Development Division and be accompanied with the applicable, nonrefundable fee.

SECTION 104

ESTABLISHMENT OF ZONES (USE AND DENSITY DISTRICTS)

In conformity with the intent and purpose of this Zoning Ordinance, “Use” and “Density” districts are hereby adopted in order to classify, regulate, restrict and separate uses of land and structures, lot dimensions and areas, yard widths and depths, percent of lot coverage and open spaces, lot area required for dwelling units and other structures, spacing of buildings, and the height and bulk of structures.

The following general regulations apply to all Single Family Districts:

A. INTENT AND PURPOSE

To promote the development of areas primarily of single family dwellings, intending that all other uses be installed, operated and maintained in a manner so as to either complement, or at least be of a minimum disruption to such single family uses. Any use not in accordance with the Intent and Purpose, District Stipulations and Provisions, and Permitted Uses as set forth in this section shall be deemed a nuisance.

B. DISTRICT STIPULATIONS AND PROVISIONS

1. Livestock

The keeping of domestic livestock shall be permitted with the following stipulations:

- a. Buildings for the housing of livestock shall be confined to the rear one-half of the property and shall be located no closer than one hundred (30) feet from a front or side street property line or thirty (30) feet from a rear or interior property line.

- b. It shall be the responsibility of the livestock owner to ensure that all livestock is kept confined within the property boundaries.
- c. The keeping of dangerous wild, exotic or non-domestic animals shall be prohibited.
- d. All domestic animals shall be kept and maintained in such a manner as to conform with all applicable State and County health requirements and to cause a minimum of disruption to neighboring property owners in terms of noise, odor, and insect and vermin infestation.

C. USES PERMITTED SUBJECT TO A USE PERMIT

- 1. A detached guest house accessory to the main dwelling only, subject to the following conditions:
 - a. The guest house shall be confined to the rear one-half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.
 - b. The total square footage of the guest house shall not exceed 800 square feet.
 - c. A deed restriction shall be recorded for the subject property which prohibits the rental, lease or sale of the guest house.
- 2. Bed and breakfast establishments, subject to the following conditions:
 - a. Applicants for a use permit shall be the property owner.
 - b. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
 - c. The maximum duration of stay of any one guest shall be ten (10) days.
 - d. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
 - e. All parking must be accommodated on the site.
 - f. All meals or snacks provided to guests shall be served in a common dining area.
 - g. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
 - h. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Zoning Inspector or his designate shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two-year extension; violations shall result in suspension or revocation.

3. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:
 - a. Water Storage Tanks
 - i. Shall be no taller than sixteen (16) feet.
 - ii. Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
 - iii. All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
 - b. Water Wells
 - i. Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - ii. Shall be made secure and vandal proofed.
 - c. Electrical and Natural Gas Facilities
 - i. Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - ii. Shall be made secure and vandal proofed.
4. Home Occupations.

D. USES SUBJECT TO A CONDITIONAL USE PERMIT

1. Bed and breakfast establishments are subject to the same conditions as those under which a Use Permit may be granted, with the following exceptions:
 - a. Up to five bedrooms may be designated and/or occupied as guest rooms.
 - b. Guest rooms may be located in buildings on the same property other than the main dwelling, provided, however, that these rooms shall contain no facilities for the storage or preparation of food.
 - c. Guest rooms may be accessed by entrances other than the main entrance to the dwelling.
2. Temporary Uses

Subject to requirements outlined in the “Temporary Use Permits” section of this Zoning Ordinance.

SECTION 104.1 ZONING MAP

The locations and boundaries of the various “Use” and “Density” districts are established as they are shown on the map entitled “Zoning Map for Unincorporated Areas of Gila County, Arizona” dated September 8, 1959, signed by the Chairman of the Board of Supervisors and the County Clerk, which map, along with any amendments thereto, becomes an official record and becomes part of this Zoning Ordinance as if the matters and information set forth by said map were fully described herein.

- A. Where uncertainty exists as to the boundaries of any of the districts shown on said map, the following rules shall apply: If lack of dimensions causes uncertainty, then such boundary shall be determined by use of the scale of the map, except that where such scaling or marked dimensions bring the district boundary within 25 feet of a street, lot line, or some other fixed boundary line, then the district shall be extended or reduced, as the case may be, to match such boundary line. If further uncertainty exists, then the Board of Adjustment shall determine the location.
- B. Where a public street, alley, railroad, or other right-of-way is officially abandoned, the regulations applicable to abutting property shall apply to such abandoned right-of-way, except where such was a boundary of districts, such districts shall be extended to the centerline thereof.

SECTION 104.2

USE DISTRICTS (GENERAL SINGLE FAMILY RESIDENTIAL)

The uses that are permitted in each of the various “Use” districts and the regulations are established in this section. The express enumeration and authorization herein of a particular class of structure or use in a designated district shall be deemed a prohibition in all other districts where such are not specifically designated as allowable. A use that is not permitted in a particular district shall not be considered an accessory use in that district. The determination of whether or not a use is specifically permitted, permitted with conditions or not permitted shall be determined by the Zoning Inspector. Uses that the Zoning Inspector determines are not permitted or uses that the Zoning Inspector determines are permitted but with conditions that are questioned, may be appealed to the Board of Adjustment.

A. R1 – RESIDENCE ONE DISTRICT (SINGLE DWELLING UNITS)

- 1. Intent and Purpose: To promote the development of areas primarily of single family dwellings, intending that all other uses be installed, operated and maintained in a manner so as to either complement, or at least be of a minimum disruption to such single family uses. Any use not in accordance with the Intent and Purpose, District Stipulations and Provisions, and Permitted Uses as set forth in this section shall be deemed a nuisance.
- 2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. The permitted uses shall be installed, operated and maintained in a manner commensurate with quiet family living, and all lighting shall be of a minimum necessary to serve the purpose for which it is intended.
 - b. If no density is established on any particular lot or parcel of land, then all provisions of the D10 District shall prevail.
 - c. No use shall be operated in such a manner as to cause a fire or explosion hazard; no use shall be allowed that will emit toxic fumes or generate toxic waste; neither shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, or glare to such an extent as to constitute a nuisance.
 - d. Signage:
 - i. General:

- a) Signage shall be the minimum necessary to identify the permitted use.
 - b) No sign shall be installed in such a manner as to interfere with the view of a motorist or pedestrian entering a street from an alley, private drive or intersection.
 - c) Signs may be indirectly illuminated only to such an extent as may be necessary for a motorist to identify the use or occupant from a street adjacent to the subject property.
- ii. On-Site Signs:
 - a) Shall be limited to one (1) single or double-faced sign for each permitted use located on the property for the purpose of identifying the occupants or uses, along with a reasonable amount of directional signs.
 - b) Shall be limited to two (2) square feet of panel area for residential and directional signs and six (6) square feet for non-residential permitted uses.
 - c) Shall be limited to a height of six (6) feet from the top of the sign to ground level.
- iii. Political signs shall be removed within fourteen (14) days following any general or special election.
- iv. Real Estate Sales:
 - a) Shall be limited to a maximum panel area of four (4) square feet, except that larger temporary advertising panels pertaining to subdivisions may be displayed as provided under Section 103.8.
 - b) Shall be limited to one sign for each 200 feet of street frontage.
- v. Subdivision Entrance:
 - a) Limited to not more than two (2) signs at the major entrance to the subdivision.
 - b) Shall have a maximum panel area of twenty (20) square feet per sign.
 - c) Design, colors, materials, height and location shall be subject to the approval of the Zoning Inspector.
 - e. A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet above ground level.

3. Permitted Uses:

- a. One single family residence on any lot or parcel containing the minimum square footage and dimensions prescribed by the existing density district.
- b. Up to four (4) additional single family residences on a single lot or parcel, subject to the following conditions:
 - i. Each residence must occupy an area which is the greater of either 10,000 square feet or the minimum square footage and dimensions of the existing density district, and must be able to conform to the required setbacks if the property should be divided.
 - ii. Access is provided to each additional residence by a dedicated public street or by a private ingress-egress easement having a minimum width

of twenty (20) feet which does not encroach into the minimum required setbacks for the existing density district.

- c. Temporary offices, construction sheds, storage yards, work yards, and appurtenant signs, incidental to an approved subdivision development or construction project, for a period not to exceed twelve (12) months unless otherwise authorized by the Board of Adjustment.
- d. Group homes for the disabled as defined in the Fair Housing Act Amendments of 1988.
- e. Fences and free standing walls with a maximum height of six (6) feet above the ground; provided, however, that no fence or free standing walls shall be constructed in such a way as to create a hazard to safety by restricting the view of a driver entering a street from a private drive or alley or approaching the intersection of two streets.
- f. The non-commercial unenclosed storage of unlicensed; inoperable motor vehicles, parts, building materials and other materials necessary for the operation and maintenance of the household under the following conditions:
 - i. The storage area shall not exceed 200 square feet for up to one acre of gross lot area. Thereafter, an additional 100 square feet of storage space shall be allowed for each additional acre of land, up to a maximum of 2,000 square feet.
 - ii. Storage shall be confined to the rear one-half of the property, and shall not encroach into any required setback.
 - iii. A wall or non-transparent fence not exceeding six feet in height may be required to minimize adverse visual impact.
- g. Home gardens and flower propagation with the limited sale, as a home occupation, of products raised on the premises.
- h. Other uses customarily accessory and incidental to the principle use and located on the same parcel therewith.

4. Uses Permitted Subject to a Use Permit:

- a. A detached guest house appurtenant to the main dwelling only, subject to the following conditions:
 - i. The guest house shall be confined to the rear one-half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.
 - ii. The total square footage of the guest house shall not exceed 800 square feet.
 - iii. A deed restriction shall be recorded for the subject property which prohibits the rental, lease or sale of the guest house.
- b. Bed and breakfast establishments, subject to the following conditions:

- i. Applicants for a use permit shall be the property owner.
 - ii. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
 - iii. The maximum duration of stay of any one guest shall be ten (10) days.
 - iv. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
 - v. All parking must be accommodated on the site.
 - vi. All meals or snacks provided to guests shall be served in a common dining area.
 - vii. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
 - viii. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Zoning Inspector or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.
- c. The keeping of individual animals not classified as household pets or domestic farm-type animals.
- d. Non-commercial kennels.
- e. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:
 - i. Water Storage Tanks:
 - a) Shall be no taller than sixteen (16) feet.
 - b) Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
 - c) All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
 - ii. Water Wells
 - a) Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - b) Shall be made secure and vandal proofed
 - iii. Electrical and Natural Gas Facilities
 - a) Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - b) Shall be made secure and vandal proofed.
- f. Home Occupations.

5. Uses Subject to a Conditional Use Permit:

- a. Bed and breakfast establishments subject to the same conditions as those under which a Use Permit may be granted, with the following exceptions:

- i. Up to five bedrooms may be designated and/or occupied as guest rooms.
 - ii. Guest rooms may be located in buildings on the same property other than the main dwelling, provided, however, that these rooms shall contain no facilities for the storage or preparation of food.
 - iii. Guest rooms may be accessed by entrances other than the main entrance to the dwelling.
- b. Golf courses, but no commercial driving ranges or miniature golf courses.
- c. Churches, convents and parish houses.
- d. Public schools and private and parochial schools providing a curriculum of general instruction comparable to public schools, together with fields, playgrounds and other related uses on the same parcel.
- e. Institutions of higher education.
- f. Nursery schools and day care centers.
- g. Recreational facilities such as country clubs, swimming and tennis clubs with incidental limited commercial activities commonly associated with and directly related to the primary use.
- h. Libraries, museums and other publicly owned and operated buildings
- i. Public parks and recreational facilities which may include eating and confectionery facilities and other accessory uses commonly associated with and directly related to the primary use, provided, however, that eating and confectionery facilities are located no closer than 300 feet from any adjacent residential property.
- j. Cottage industries.
- k. Other uses which can become harmonious or compatible with neighboring uses through the application and maintenance of qualifying conditions.
- 6. Temporary Uses: (Subject to the requirements outlined in the “Temporary Use Permits” section of this Zoning Ordinance.)

B. R1L – RESIDENCE ONE DISTRICT LIMITED (SINGLE DWELLING UNITS, RESTRICTED CONSTRUCTION)

- 1. Intent and Purpose: To promote the development of areas primarily of site-built single family detached dwellings, intending that all other uses be installed, operated and maintained in a manner so as to complement and cause a minimum disruption to such single family uses. Any use not in accordance with the intent and purpose, district stipulations and provisions and permitted uses as set forth in this section shall be deemed a nuisance
- 2. District Stipulations and Provisions:

- a. No mobile/manufactured home or recreational vehicle may be occupied as a permanent or temporary dwelling unit in the Residence One Limited zone.
 - b. All other stipulations and provisions shall be the same as those set forth in the Residence One zone.
- 3. Permitted Uses:
 - a. One conventional, modular, precut or prefabricated single family dwelling on any lot or parcel containing the minimum square footage and dimensions prescribed by the existing density district.
 - b. Up to four additional conventional, modular, precut or prefabricated single family dwellings, subject to the provisions of the Residence One District.
 - c. All other uses permitted in the Residence One District.
- 4. Uses Subject to a Use Permit: Shall be the same as the provisions in the Residence One zone.
- 5. Uses Subject to a Conditional Use Permit: Shall be the same as the provisions of the Residence One District.
- 6. Temporary Uses: (Subject to the requirements outlined in the “Temporary Use Permits” section of this Zoning Ordinance.)

C. MHS – MOBILE/MANUFACTURED HOME SUBDIVISION DISTRICT

- 1. Purpose and Intent: This District provides for the exclusive placement and occupancy of mobile/manufactured homes for residential purposes on individually owned lots. The District standards promote developments of single-family residential character oriented toward permanent occupancy of medium density, five and one-half (5.5) units per acre or less.
- 2. Approvals: No building, structure or mobile/manufactured home shall be placed upon land in the MHS District until approval of a subdivision plat has been obtained and until a building permit has been issued.
- 3. Use Regulations:
 - a. Permitted Uses -
 - i. Mobile/manufactured homes.
 - ii. Private accessory buildings and uses, including home occupations, storage areas, swimming pool, and other similar accessory uses on individual lots
 - iii. Fences and free-standing walls with a maximum height of six feet above ground level; provided, however, that no fence or free-standing wall shall be constructed in such a way as to create a hazard to safety by restricting the view of a driver entering a street from a private drive or alley or approaching an intersection of two streets.

- b. Uses Subject to Special Permit & Site Plan Approval -
The Planning and Zoning Commission may permit the following uses within the MHS District or at the time of subdivision plat approval for a planned development:
 - i. Communal recreation building, laundry facilities, swimming pool, playground and other common area uses for the exclusive benefit of subdivision residents.
 - ii. Golf courses, except miniature courses or practice driving tees operated for commercial purposes.
 - iii. Parks, playgrounds, and community-owned buildings.
 - iv. Temporary buildings used for the sale of lots.

4. Property Development Standards: The following property development standards shall apply to all land and structures in the MHS District:

- a. Lot Areas - (1) Minimum area for a mobile/manufactured home lot: Six thousand (6,000) square feet.
- b. Lot Dimensions - (1) Minimum width: Sixty (60) feet.
- c. Density and Intensity - There shall be not more than one (1) mobile/manufactured home per lot.
- d. Maximum Height - One story or fourteen (14) feet.
- e. Setback Requirements -
 - i. Minimum distance from any portion of the mobile/manufactured home and its accessory structures to the following lines shall be as specified
 - a) Front - Ten (10) feet.
 - b) Side - Eight (8) feet, with the following exception: five (5) feet to any canopy that is open on three sides, provided, however, that no mobile/manufactured home may be placed closer than sixteen (16) feet from any other mobile/manufactured home within the subdivision.
 - c) Rear - Ten (10) feet.
 - d) Exterior boundary of subdivision - Twenty (20) feet.
 - ii. Design and Development Standards:
 - a) The minimum distance between main buildings or mobile/manufactured homes on adjacent lots is thirty (30) feet.
 - b) The minimum distance between a detached accessory building and the main building or mobile/manufactured home is ten (10) feet.
 - c) All utility lines shall be placed underground within the mobile/manufactured home subdivision. Each mobile/manufactured home lot shall be provided with all utilities.
 - d) The front yard of each lot and the street side of any lot shall be landscaped and maintained adjacent to all streets.
 - e) Exterior boundaries of the subdivision abutting a public street shall be provided with an opaque wall or fence having a height

of six (6) feet and designed to create an attractive border. In addition, a setback of at least ten (10) feet in depth shall be appropriately designed and maintained as landscaped open space between any perimeter street and the required wall.

- f) Exterior boundaries of the subdivision which do not abut a public street shall be bounded by a six (6) foot high solid wall or fence.
- g) Trees shall be planted as follows: a minimum average of two (2) trees per lot, with a minimum trunk caliper of three-quarters (3/4) inch. A minimum fifty percent (50%) of the aforementioned tree requirement shall be planted in front yards and/or in landscaped areas adjacent to a dedicated public street.

5. Parking and Loading Requirements:

- a. Mobile/manufactured home subdivisions shall have vehicular access from a major street or highway.
- b. All lots within any mobile/manufactured home subdivision shall have frontage on a dedicated public street of at least thirty-two (32) feet in width.
- c. A minimum of two (2) parking spaces, each being not less than eight (8) feet by twenty (20) feet, exclusive of driveways, shall be provided on each mobile/manufactured home lot, and one (1) additional parking space for each five (5) mobile/manufactured homes shall be provided as guest parking.
- d. Parking for other than residential uses permitted within the MHS District shall conform with the provisions of sections of this Zoning Ordinance entitled “Off-Street Parking” and “Off-Street Loading Space and ADA (Americans with Disabilities Act) Parking Requirements” or the stipulations of the Planning and Zoning Commission at the time of plat approval.

6. Signs:

The provisions for the “R1 District” of this Zoning Ordinance which specifically addresses signs shall apply.

D. RR – RURAL RESIDENTIAL DISTRICT

1. Intent and Purpose:

- a. To provide a zone classification for those unincorporated areas of the County not committed to any specific urban use.
- b. To preserve and promote the beneficial aspects of rural living by reserving areas of the County for low-density residential uses with related agricultural and commercial pursuits.

2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
- a. There shall be a lot area of not less than one acre.
 - b. Required front and street side yard setbacks shall not be used for the parking or storage of inoperable motor vehicles. Neither shall operable or inoperable vehicles or vehicle accessories be parked in such a manner as to restrict the vision of persons entering a street or highway from a private drive, side street, or alley.
 - c. Up to ten percent (10%) of the area of any lot or parcel may be used for the non-commercial, unenclosed storage of items necessary for the operation and maintenance of the household and permitted activities, provided, however, that such unenclosed storage shall be maintained in a neat and orderly manner, and provided further that such storage area shall be located no closer than twenty-five (25) feet from the nearest property line. The provisions of this paragraph shall not be construed so as to restrict the storage of firewood for use by the occupants of the premises.
 - d. Where public or semi-public uses are established adjacent to residential uses, an opaque wall or fence six (6) feet in height may be required to be erected and maintained between such uses. Such wall or fence, however, may not exceed three (3) feet in height within fifteen (15) feet of the intersection of a private drive and a street, easement, or right-of-way.
 - e. No use shall be operated in such a manner as to create an explosion or fire hazard; nor shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance to adjoining property holders.
 - f. Signs: The following signs shall be permitted in the Rural Residential zone:
 - i. Residential Uses: One nameplate, not exceeding three (3) square feet in area, indicating name of occupant. The sign may be indirectly lighted.
 - ii. Agricultural, Public, Semi-Public and Other Permitted Uses: One appurtenant sign, unlighted or indirectly lighted, not exceeding sixteen (16) square feet in face area, or one unlighted or indirectly lighted free-standing sign, single or double-faced, not exceeding eight (8) square feet per face.
 - iii. Special Uses: Signs identifying special uses shall be as authorized by the use permit required for the establishment of special uses.
 - g. Setback requirements shall conform to those required under D8 Density District.

- h. Building Height: A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.

3. Permitted Uses:

- a. One dwelling unit per acre up to a maximum of three dwelling units per individually owned parcel.
- b. All types of horticulture. The sale of horticultural products raised on the premises shall be permitted.
- c. Household pets.
- d. Aviaries and apiaries, provided they are located no closer than thirty (30) feet from the nearest property line.
- e. The following occupations, when conducted within a residence or enclosed structure by the property holder and up to two employees not members of the household:
 - i. Beauty and barber shops.
 - ii. Handicraft manufacture and sales.
 - iii. Fine arts studios, galleries, and schools.
 - iv. Sewing and tailoring.
 - v. Small appliance and small engine repair.
 - vi. Key making and saw sharpening.
 - vii. Bed and breakfast establishments.
 - viii. Gunsmithing.
 - ix. Real estate brokerage offices.
 - x. General and specialty contracting offices.
 - xi. Antique stores.
 - xii. Florist shops.
 - xiii. Professional offices.
 - xiv. Other occupations which require no special signage or parking provisions and which may be operated in such a manner as to create a minimum disruption to the neighborhood in terms of noise, atmospheric emissions, and traffic.

4. Other Permitted Uses Subject to a Use Permit:

- a. Riding academies or riding clubs.
- b. The keeping or raising of animals for commercial purposes, including commercial stables.
- c. The keeping of poultry or rabbits for commercial purposes.
- d. The keeping of wild, exotic or non-domesticated animals.

- e. Dairies.
- f. Feed stores.
- g. Animal hospitals and veterinary clinics.
- h. Planing mills and custom furniture and cabinetry manufacturing operations.
- i. Commercial kennels.
- j. Day nurseries and nursery schools.
- k. Recreational facilities such as rodeo and roping arenas, tennis, swim and health clubs, and incidental limited commercial uses which are commonly associated and directly related to the primary use.
- l. Mineral extraction operations.
- m. Borrow pits.
- n. Firewood storage and sales yards.
- o. Mobile/manufactured home developments when the RR District is combined with a “T” District, subject to site plan review and approval.
- p. Other occupations which require no special signage or parking provisions but which may be operated in such a manner as to create a limited disruption to the neighborhood in terms of noise, atmospheric emissions, and traffic.

E. GR – GENERAL RURAL DISTRICT

1. Intent and Purpose:
 - a. To provide a land use category for those unincorporated areas of Gila County not specifically designated in any other zone classification.
 - b. To allow for a minimum regulation in the rural and sparsely populated areas of the County while still providing protection against uncontrolled urbanization or industrialization and fulfilling the statutory responsibility to conserve and promote the public health, safety, convenience and general welfare and plan and provide for the future growth and improvement of Gila County.
2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:

- a. There shall be a lot area of not less than three acres.
- b. No use shall be operated in such a manner as to create a hazard to life or property, nor shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance to the adjoining property holders.
- c. Signs: Sign provisions shall be the same as those set forth in the “RR District” as outlined in this Zoning Ordinance. The following signs shall be permitted in the General Rural Residential zone:
 - i. Residential Uses: One name plate, not exceeding three (3) square feet in area, indicating name of occupant. The sign may be indirectly lighted.
 - ii. Agricultural, Public, Semi-Public and Other Permitted Uses: One appurtenant sign, unlighted or indirectly lighted, not exceeding sixteen (16) square feet in face area, or one unlighted or indirectly lighted free-standing sign, single or double-faced, not exceeding eight (8) square feet per face.
 - iii. Special Uses: Signs identifying special uses shall be as authorized by the use permit required for the establishment of special uses.
- d. Setback Requirements/Space Between Buildings/Building Height:
 - i. No structure may be erected closer than ten (10) feet from a property line abutting a public street, private street, or non-exclusive ingress-egress easement.
 - ii. No structure may be erected closer than five (5) feet from any property line not abutting a public street, private street, or non-exclusive ingress-egress easement.
 - iii. No structure may be erected closer than six (6) feet from any other structure unless those structures are joined by a common breezeway.
 - iv. A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.

3. Permitted Uses:

- a. All uses permitted in the RR District with the limitation that there shall be no more than three individual housing units on any one lot or parcel.
- b. The following additional uses:
 - i. Riding academies or riding clubs.
 - ii. The keeping or raising of animals, other than hogs, for commercial purposes, including commercial stables.
 - iii. The keeping of poultry or rabbits for commercial purposes.
 - iv. Dairies.
 - v. Feed stores.
 - vi. Animal hospitals and veterinary clinics.
 - vii. Custom furniture and cabinetry manufacturing operations.

- viii. Recreational facilities such as rodeo and roping arenas, tennis, swim and health clubs, and incidental limited commercial uses which are commonly associated and directly related to the primary use.
- ix. Firewood storage and sales yards.

4. Other Permitted Uses Subject to a Use Permit:

- a. The keeping of wild, exotic or non-domesticated animals.
- b. Planing mills.
- c. Building, plumbing and electrical supply stores.
- d. Commercial kennels.
- e. Day nurseries and nursery schools.
- f. Mineral extraction operations.
- g. Sand and gravel extraction and classification operations.
- h. Borrow pits.
- i. Mobile/ manufactured home developments when the General Rural District is combined with a “T” District, subject to site plan review and approval.
- j. Other occupations and uses which may require special signage or parking provisions, but which may be operated in such a manner as to cause a minimum disruption to the neighborhood in terms of noise, visual impact, atmospheric emissions, and traffic.

F. SR -- SUBURBAN RANCH DISTRICT

- 1. Intent and Purpose: To preserve and promote the beneficial aspects of rural living by providing a zone classification for low density single family residential development on large tracts with related low intensity agricultural uses and minimal commercial activity.
- 2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. There shall be a lot area of not less than one acre.
 - b. The permitted uses shall be operated in a manner commensurate with the intent and purpose of this section, and all lighting shall be of the minimum necessary to serve the purpose for which it was intended.

- c. No use shall be operated nor material stored in such a manner as to constitute a fire or explosion hazard or to cause to be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance or cause pollution of the groundwater.
- d. Required front and street side yard setbacks shall not be used for the repair or storage of inoperable motor vehicles, nor shall operable or inoperable vehicles be parked or stored in such a manner as to restrict the view of motorists entering a street from an alley, side street or driveway; nor shall there be permitted the repair or storage of more than one unregistered, inoperable motor vehicle within the property boundaries.
- e. Up to ten (10) percent of the lot area may be used for the unenclosed storage of items necessary for the operation and maintenance of the household or other permitted activities provided, however, that such storage shall be confined to the rear one-half of the property and that such storage be maintained in a neat and orderly manner. Such storage shall be maintained a minimum of twenty-five (25) feet from the nearest property line provided, however, that this distance may be waived if the adjacent property is shielded by an opaque fence or wall a minimum of six (6) feet in height. Nothing in this section shall be construed to restrict the storage of firewood for use by the occupants of the premises.
- f. Where public or semi-public uses are established adjacent to residential uses, an opaque wall or fence up to six (6) feet in height may be required to be erected.
- g. Signs: See the provisions of R1 (Residence One District).
- h. Construction: Shall be limited to conventional, prefabricated, or precut type with the following exceptions: Mobile/manufactured or modular homes exceeding seven hundred twenty (720) square feet of living space, affixed to permanent foundation and for which an Affidavit of Affixture has been issued by the office of the Gila County Assessor.
- i. Setbacks: Fifty (50) feet front and street side yards; twenty (20) feet rear and interior side yards.
- j. No structure may be erected closer than six (6) feet from any other structure unless joined by a breezeway.
- k. A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.

3. Permitted Uses:

- a. One main residence and one detached, non-rental guest house with separate kitchen and sanitary facilities.
- b. Aviaries and apiaries provided such are confined to the rear one-half of the property and are located no closer than thirty (30) feet from the nearest property line.
- c. The following home occupations when conducted within the residence or other fully enclosed structures:
 - i. Sales of handicrafts produced on the premises.
 - ii. Fine arts studios.
 - iii. Sewing and tailoring.
 - iv. Small appliance repair.
 - v. Key making and saw sharpening.
 - vi. Gunsmithing.
 - vii. General and specialty contracting offices, but not equipment storage yards.
 - viii. Bed and breakfast, limited to maximum of two (2) guest rooms within the main residence.
 - ix. Other occupations which require no special signage and parking provisions and which may be operated in such a manner as to create a minimum disruption to the neighborhood in terms of noise, atmospheric emissions, environmental damage, and traffic.
 - x. The occasional sale of surplus firewood, dairy products, honey, eggs, baked goods, individual animals, and produce.

G. SFR – SINGLE FAMILY RURAL DISTRICT

- 1. Intent and Purpose: To preserve and promote the beneficial aspects of rural living by providing a zone classification for single family residential development.
- 2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. Any future division of land must comply with the density district requirements.
 - b. The permitted uses shall be installed, operated and maintained in a manner commensurate with quiet family living and the intent and purpose of this section. All lighting shall be of a minimum necessary to serve the purpose for which it was intended.
 - c. No use shall be operated nor material stored in such a manner as to constitute a fire or explosion hazard or to cause to be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance or cause pollution of the groundwater.

- d. Required front and street side-yard setbacks shall not be used for the parking or storage of inoperable motor vehicles, nor shall operable or inoperable vehicles be parked or stored in such a manner as to restrict the view of motorists entering a street from a side street or driveway; nor shall there be permitted the parking or storage of more than one unregistered, inoperable motor vehicle within the property boundaries.
- e. No use shall allow the unenclosed storage of materials in such a manner or to such an extent as to constitute a Junk Yard as defined in Section 102 of this Zoning Ordinance.
- f. There shall be no more than one (1) travel trailer or recreational vehicle stored on the same lot. Recreational vehicles shall not be used as permanent dwellings.
- g. Construction of Dwelling: Shall be limited to conventional, prefabricated or precut type exceeding seven hundred twenty (720) square feet, with the following exceptions: Mobile/manufactured or modular homes manufactured and maintained in accordance with current HUD specifications, exceeding seven hundred twenty (720) square feet of living space, affixed to a permanent foundation or set on permanent piers, and for which an Affidavit of Affixture has been issued by the Office of the Gila County Assessor. Such mobile/manufactured or modular homes that are on piers shall be skirted.
- h. A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.
- i. All provisions of the section of this Zoning Ordinance entitled "Density Districts-General Regulations" shall apply.

3. Permitted Uses:

- a. One single family dwelling on any lot or parcel of land which may, in addition, contain quarters for servants or non-paying guests provided no facilities for preparation or cooking of food are contained therein. If such quarters are detached from the main building, such accessory buildings shall be located no closer to property lines than is allowed for the main building.
- b. Aviaries shall be permitted; however, they must be located no closer than seven (7) feet from the property line.
- c. Up to five percent (5%) of the lot area may be used for the non-commercial unenclosed storage of materials or items necessary for the operation and maintenance of the household provided; however, that such storage shall be confined to the rear half of the property and be maintained in a neat and orderly manner. Such storage shall be maintained a minimum of seven (7) feet from the

nearest property line; however, this distance may be waived if the adjacent property is shielded by an opaque fence or wall a minimum of six (6) feet in height. Nothing in this section shall be construed to restrict the storage of firewood for use by the occupants of the household.

- d. Signs: As provided in the section of this Zoning Ordinance entitled “R1 - Residence One District.”
 - e. Allowed are fences and free-standing walls with a maximum height of six (6) feet above ground level provided; however, that no fence or free-standing wall shall be constructed in such a way as to create a hazard to safety by restricting the view of drivers entering a street from a private drive or alley or approaching an intersection of two streets.
4. Other permitted uses are those customarily accessory and incidental to the principal use and located on the same lot.

SECTION 104.3

USE DISTRICTS (MULTI-FAMILY RESIDENTIAL)

A. R2 – RESIDENCE TWO DISTRICT (MULTIPLE DWELLING UNITS UNDER ONE ROOF)

- 1. Intent and Purpose: To promote the development of residential areas containing, as a general rule, a heavier concentration of people than the R1 District, but still maintaining the other desirable living features thereof.
- 2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. The permitted uses shall be installed, operated and maintained in a manner commensurate with quiet family living, and all lighting shall be of a minimum necessary to serve the purpose for which it is intended.
 - b. A Conditional Use Permit shall be required for any building exceeding two stories or thirty (30) feet in height.
- 3. Permitted Uses:
 - a. All uses permitted in R1 District.
 - b. Multiple living units, apartment houses and apartment hotels, provided all such living units permitted on any particular lot or parcel of land must be confined in one building.

- c. Structures containing five or more living units shall be permitted subject to a Use Permit.

4. Density and Intensity of Use:

- a. Use density shall be limited to seven dwelling units per gross acre.
- b. Where multifamily dwellings are confined to single lots, there shall be a lot area of no less than six thousand (6,000) square feet.
- c. There shall be a minimum lot area of two thousand (2,000) square feet per dwelling unit.
- d. Lot coverage shall not exceed fifty percent (50%).
- e. Minimum lot width shall be sixty (60) feet.
- f. Front, rear and side yard setbacks shall conform to those applicable in the R1 District.
- g. There shall be a minimum distance between buildings of ten (10) feet.

B. R3 – RESIDENCE THREE DISTRICT (MULTIPLE DWELLING UNITS)

- 1. Intent and Purpose: To promote the development of residential areas containing as a general rule heavier concentration of people than the R1 District, but still maintaining the other desirable living features thereof other than the establishment of additional building necessitated by installation of multiple living units on lots and parcels of land.
- 2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. The permitted uses shall be installed, operated, and maintained in a manner commensurate with quiet family living, and all lighting shall be of a minimum necessary to serve the purpose for which it is intended.
 - b. A Conditional Use Permit shall be required for buildings exceeding three (3) stories or thirty-six (36) feet in height.
- 3. Permitted Uses:
 - a. All uses permitted in R2 Districts, except that all living units permitted on any particular lot or parcel of land need not be confined under one common roof.
 - b. Structures containing five or more living units shall be permitted subject to a Use Permit.

4. Density and Intensity of Use:

- a. Use density shall be limited to ten (10) dwelling units per gross acre.
- b. Where multi-family dwelling units are confined to a single lot, there shall be a lot area of no less than six thousand (6,000) square feet.
- c. There shall be a minimum lot area of one thousand (1,000) square feet per dwelling unit.
- d. Lot coverage shall not exceed fifty percent (50%).
- e. Minimum lot width shall be sixty (60) feet.
- f. Front, rear and side yard setbacks shall conform to those applicable in the R1 District.

C. R4 – RESIDENCE FOUR DISTRICT (TRANSITIONAL RESIDENTIAL-COMMERCIAL)

- 1. Intent and Purpose: Adaptable as a buffer between higher residential districts and the lower use districts. While this District permits a mixture of uses, the residential features should be reasonably protected, particularly those in adjacent higher residential districts.
- 2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. The permitted uses shall be installed, operated, and maintained in a manner commensurate with quiet family living, and all lighting shall be of a minimum necessary to serve the purpose for which it is intended.
 - b. A Conditional Use Permit shall be required for buildings exceeding three (3) stories or thirty-six (36) feet in height.
- 3. Permitted Uses:
 - a. All uses permitted in R3 District, except that unless specifically provided herein to the contrary, the following is waived:
 - i. Requirement for use permit, except where such use is adjacent to a higher class residential district.
 - ii. Home occupations permitted sign in conformity to sign allowed for other uses in the District.
 - b. Fraternity and sorority houses.
 - c. Orphanages and homes for aged.

- d. Rooming and boarding houses.
- e. Hotels, motels and guest lodges.
- f. Hospitals or sanitariums for the treatment of human ailments, nursing or convalescent homes. Any building so used shall be not less than fifty (50) feet from any adjoining property. These uses shall be subject to a use permit.
- g. Nursery schools subject to a use permit.
- h. Private clubs and lodges, provided the chief activity is not a service customarily carried on as a business. A dining room and/or bar may be operated incidental thereto for the benefit only of the members and their guests, and provided no sign shall be displayed in connection with such accessory use, except the name thereof.
- i. Mobile/Manufactured Home Developments when the R4 District is combined with a "T" District, subject to a site plan review and approval by the Zoning Inspector, and/or Planning and Zoning Commission and the issuance of a use permit. Non-compliance with the use permit and site plan will be cause for revocation of the Use Permit.
- j. Revival tents and buildings.
- k. Radio and transmitter stations and tower for automatic transmitting, wherein only maintenance personnel are employed, and provided further that no tower shall be located closer than its height to any adjacent property or public right-of-way.
- l. Offices wherein professional, administrative, clerical and/or sales services only are rendered, subject to a use permit.
- m. The following uses when conducted within a residence by the occupant thereof, and allowing two employees, not members of the household:
 - i. Beauty and barber and massage.
 - ii. Hand binding and tooling.
 - iii. Photographic and art.
 - iv. Teaching of individual or class instruction of the fine arts.
 - v. Tailoring, including hand cleaning and spotting only.
 - vi. Cleaner pick-up.
 - vii. Clock, radio, television, precision and musical instruments; optical.
- n. Signs: The following supplements sign permission from R3 District
 - i. On Site Signs: Single or double-faced signs identifying the use and/or occupants thereof.
 - a) Limited to a total aggregate panel area for such signs of one hundred twenty (120) square feet, except that same may be increased up to two hundred (200) square feet at the rate of one square foot of panel area for each lineal foot of lot width in excess of one hundred (100) feet. No one panel area shall exceed sixty (60) square feet.

- b) Signs exceeding six (6) square feet of panel area limited to an eight (8) foot minimum bottom height and a twelve (12) foot maximum top height.
 - c) Placing of such signs other than flush to or forward of the front of the main building shall require the securing of a Use Permit.
 - ii. Structures containing five or more living units shall be permitted subject to a Use Permit.

4. Density and Intensity of Use:

- a. Use density shall be limited to twenty (20) dwelling units per gross acre.
- b. Where multifamily dwellings are confined to single lots, there shall be a lot area of no less than six thousand (6,000) square feet.
- c. There shall be a minimum lot area of eight hundred (800) square feet per dwelling unit.
- d. Lot coverage shall not exceed fifty percent (50%).
- e. Minimum lot width shall be sixty (60) feet.
- f. Front, rear and side yard setbacks shall conform to those applicable in the R1 District.
- g. There shall be a minimum space between buildings of ten (10) feet for buildings up to two stories in height and an additional ten (10) feet for each additional story.

D. TRANSITIONAL RESIDENTIAL (TR)

1. Intent and Purpose:

- a. To provide a degree of flexibility in land use in transitional areas where a mixture of residential and light commercial uses will be beneficial.
- b. To allow for certain mixed-use developments subject to an approved site plan, provided such developments shall be in harmony with, and will result in a minimum disruption to, surrounding uses.
- c. To create transitional zones to serve as buffers between residential districts and commercial or industrial districts.

2. District Stipulations: Shall conform to the stipulations of the Residence One District, with the following exceptions or additional provisions:

- a. Retail, service and professional uses established within this District shall be limited to those primarily concerned with serving the incidental daily needs of adjacent residential uses.

- b. Non-residential uses shall be conducted within a completely enclosed building.
 - c. No use shall be conducted in such a manner as to constitute an explosion or fire hazard, nor shall there be emitted into the atmosphere smoke, radiation, odor, dust, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance.
 - d. No commercial activity shall be permitted between the hours of 11:00 P.M. and 6:00 A.M.
 - e. Outdoor lighting for non-residential uses shall be hooded or shielded so as to deflect light away from adjacent residential area.
 - f. No outdoor area lighting shall be permitted between the hours of 11:00 P.M. and 6:00 A.M. except for a minimum necessary to provide for security and public safety.
 - g. Signage:
 - i. The provisions of the Residence Four District shall apply to signs identifying non-single family residential uses.
 - ii. No illuminated signs identifying non-residential uses shall be permitted between the hours or 11:00 P.M. and 6 A.M.
 - iii. Additional or modified signage subject to an approved Development Plan.
3. Development Plan: Application for a change to the TR zoning classification or for a permit for construction or site work related to multi-family, commercial, professional or mixed use shall be subject to the approval by the Zoning Inspector or Board of Supervisors, as appropriate, of a Development Plan.
- a. Application for approval of a Development Plan shall be made on a form provided for such purpose by the Community Development Division and shall be accompanied by maps, drawings and such other materials necessary to show the following:
 - i. A site plan, drawn to scale, showing the location and proposed use of all site improvements.
 - ii. On-site parking arrangements, including loading areas.
 - iii. Signage provisions for all proposed uses.
 - iv. The location and treatment of landscaped areas.
 - v. The purposed off-site circulation pattern including, as appropriate, right-of-way dedications, street improvements, traffic control measures, location and design of driveway openings, acceleration/deceleration lanes.
 - vi. Such additional information as the Zoning Inspector may deem necessary to evaluate the impact of the proposed development on surrounding uses.

4. Permitted Uses:

- a. All uses permitted in the Residence Three District subject to the provisions of the section of this Zoning Ordinance entitled “Use Districts (Multi-Family Residential)”, subsection “Density and Intensity of Use.”
- b. Mobile/Manufactured Home Developments when the TR District is combined with the T District.
- c. Administrative, professional and executive offices.
- d. Financial institutions.
- e. Medical, dental and related health services for humans, along with the sale of articles clearly incidental to the services.
- f. Public utility service offices.
- g. General retail business establishments engaged in selling goods and services to the public provided that the gross floor area of such establishments shall not exceed 2,500 square feet.
- h. Specialty bakeries, confectionery and specialty food establishments with limited on-site food consumption.
- i. Arts and crafts galleries and sales.
- j. Bed and breakfast establishments under the provisions of the section of this Zoning Ordinance entitled “Use Districts (General Single Family Residential)”, subsection “R1-Residence One District (Single Dwelling Units)”, sub-sub section “Uses Subject to a Conditional Use Permit”, but *not* subject to a Conditional Use Permit.xs
- .
- k. Home occupations and cottage industries.
- l. Churches, convents and parish houses.
- m. Private and semi-public golf courses when developed in conjunction with an approved residential development.

5. Uses Subject to a Use Permit: Shall be the same as the provisions of the Residence One District.

6. Uses Subject to a Conditional Use Permit: Shall be the same as the provisions of the Residence One District.

7. Temporary Uses: Subject to the provisions of the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts,” subsection “Temporary Uses.”

SECTION 104.4

USE DISTRICTS (COMMERCIAL)

A. C1 - COMMERCIAL ONE DISTRICT (NEIGHBORHOOD CONVENIENCE DISTRICT)

1. Intent and Purpose: To accommodate only those small-scale retail and service establishments which are directly concerned with serving the incidental daily convenience needs of immediately adjacent residential area. The size of any C1 area should be limited to that area necessary to serve a given neighborhood and should be developed contiguously. All neighborhood commercial areas should be located and developed in a manner to complement and be compatible with the residential character of the neighborhood.
2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. A shopping center or contiguous commercial area developed under the provisions of this section shall be limited to a maximum site area (gross land area) of four (4) acres and maximum gross floor area of thirty thousand (30,000) square feet.
 - b. All operations and storage shall be conducted within a completely enclosed building or within an area enclosed by an opaque wall or fence six (6) feet high, or by an approved landscaping screen.
 - c. There shall be a six (6) foot high opaque wall, fence, or approved landscape screen along rear and/or side property lines adjacent to any residential district.
 - d. All outdoor lighting shall be hooded or shielded so as to deflect light away from adjacent residential districts.
 - e. No use shall be conducted in such a manner as to constitute an explosion or fire hazard, nor shall there be emitted into the atmosphere smoke, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance.
 - f. Sales of junk as defined in the section of this Zoning Ordinance entitled “Definitions” shall be prohibited within the boundaries of this District.
 - g. No commercial activity shall be permitted between the hours of 11:00PM and 6:00AM, except for a minimum necessary to provide for security and public safety.
 - h. No outdoor area lighting or illuminated signs shall be permitted between the hours of 11:00PM and 6:00AM, except for a minimum necessary to provide for security and public safety.

- i. The sale of intoxicating beverages shall be restricted to that for off-site consumption only.

3. Permitted Uses:

- a. Retail establishments selling a line of convenience goods similar to that of supermarkets, but more limited in scale.
- b. Service establishments classified by S.I.C. two-digit code numbers as follows:
 - 72 Personal Services (Beauty & Barber Shops; Laundromats, etc)
 - 73 Business Services (Janitorial and Secretarial Services, Pest Control etc.)
 - 76 Miscellaneous Repair Services
 - 80 Health Services
 - 81 Legal Services
 - 82 Educational Services
 - 84 Museums, Art Galleries, Botanical & Zoological Gardens
 - 89. Miscellaneous Services (Tax Services and Similar)
- c. Insurance agencies and real estate sales and brokerage offices.

4. Uses Subject to a Use Permit:

- a. Banks, credit unions and personal finance companies.
- b. Gasoline service stations, subject to the following:
 - i. Facilities for tire changing and repair, polishing, greasing, washing and minor repair and servicing of motor vehicles shall be entirely within an enclosed building.
- c. Structures shall be of a design that is appropriate to the area in which they are constructed.
 - i. Such other limitations as the Zoning Inspector may deem appropriate to insure harmony with the surrounding neighborhood.
- d. Retail trade establishments classified by S.I.C. two-digit code numbers as follows:
 - 52 Building Materials
 - 56 Apparel and Accessory Stores
 - 57 Furniture, Home Furnishings and Equipment Stores
 - 58 Eating and Drinking Places
- e. Service establishments classified by S.I.C. two-digit code numbers as follows:
 - 78 Motion Pictures
 - 79 Amusement and Recreation Services, except Motion Pictures

83 Social Services

86 Memberships Organizations (Churches, Lodges, and similar)

5. Signs: (See the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts”). The following supplements sign permission from R4 District:
 - a. On Site Signs: (Single or double-faced signs identifying the use and/or occupants thereof):
 - i. Limited to a total aggregate panel area for all such signs of 200 sq. ft. except that same may be increased at the rate of one square foot of panel area for each lineal foot of lot width in excess of 50 feet, and provided that directional signs not exceeding 6 square feet of panel area shall not be counted against aggregate panel area. No one panel area to exceed 100 square feet.
 - ii. Limited to 20 ft. maximum height and any sign portion extending into any required yard or parking area limited to a minimum 10 ft. bottom heights, and provided further that any directional sign shall be limited to a 6 foot maximum height.
 - iii. May be illuminated except that any direct illumination must be located flush to or forward of the front of the main building, and is limited to a maximum transformer capacity of a constant 30 MA.
 - iv. No sign other than a flush sign, all parts of which are on the front of the main building, shall be closer than 25 feet to a residential district.
6. Yards Required (Except as required under the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. Front: A minimum of twenty (20) feet from any street.
 - b. Side: None; provided, however, that no building shall be closer than twenty (20) feet to any residential district or any side street or intervening alley.
 - c. Rear: A minimum of twenty (20) feet.
7. Parking: Subject to the provisions of the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts,” subsection “Off-Street Parking.”
8. Building Height: No building shall exceed a height of two stories or thirty (30) feet.
9. Building Density: The total gross area of all buildings shall not exceed fifty percent (50%) of the total area of the lot.

B. C2 – COMMERCIAL TWO DISTRICT (INTERMEDIATE COMMERCIAL)

1. Intent and Purpose: To permit most types of commercial activities oriented to a larger segment of population than the average neighborhood. This District is designed for cluster application along major streets or highways. Although uses within this District

should be operated in such a manner as to be compatible with surrounding residential uses, this District is not intended for mixed residential and commercial uses.

2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. Shopping center development within this District shall be limited to 150,000 square feet of gross leasable area on sites no larger than twenty-five (25) gross acres.
 - b. All operations and storage shall be conducted within a completely enclosed building or within an area contained by an opaque six (6) foot high wall, fence, or approved landscape screen.
 - c. There shall be a six (6) foot high opaque wall, fence, or approved landscape screen on rear and side property lines adjacent to any residential district.
 - d. All outdoor lighting shall be hooded or shielded so as to deflect light away from adjacent residential districts.
 - e. No use shall be conducted in such a manner as to constitute an explosion or fire hazard, nor shall there be emitted into the atmosphere smoke, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance.
 - f. Sales of junk as outlined in the section of this Zoning Ordinance entitled “Definitions” shall be prohibited within the boundaries of this District.
3. Permitted Uses:
 - a. All uses allowed in the C1 District.
 - b. Retail sales of apparel and accessories; shoes; dry goods; foods; drugs and pharmaceutical; flowers and gardening supplies; hobby and craft supplies; jewelry; package liquor; music, records and related products; books, magazines, stationery and related products; paints, wallpaper and glass; sporting goods; toys; variety store goods; similar convenience goods which can be displayed and sold in accordance with the District stipulations.
 - c. Office building uses related to any of the following: Government; executive; administrative; professional; accounting; estate; research; design and sales; banking, savings and loan, stock brokerage and related financial services.
 - d. Health services such as hospital, clinics, medical and dental offices, veterinary clinics, nursing homes, and homes for the aged.

- e. Establishments serving food or beverages, indoors or out-of-doors, including entertainment and dancing, but excluding drive-in and carry-out services (see 4b, below).
- f. Repair and construction service establishments having enclosed workshop combined with retail outlet or office, such as heating and plumbing, equipment, electrical fixtures and service, air conditioning, custom upholstery and furniture repair, auto body, tire retreading, tool sharpening, sign painting, auto, boat and truck parts, and similar activities no more objectionable in character.
- g. Commercial recreation enterprises such as golf driving ranges, miniature golf, bowling alleys.
- h. Signs: (See the section of this Zoning Ordinance entitled "General Stipulations & Provisions-All Districts," subsection "Signs." The following supplements sign permission from C1 District:
 - i. On Site Signs: Single or double-faced signs identifying the use and/or occupants thereof:
 - a) Limited to a total aggregate panel area for all such signs of three hundred (300) square feet, except that same may be increased at the rate of one (1) square foot of panel area for each lineal foot of lot width in excess of fifty (50) feet, and provided that directional signs not exceeding six (6) square feet of panel area shall not be counted against aggregate panel area. No one panel area shall exceed one hundred (100) square feet.
 - b) Limited to twenty (20) feet maximum height, and any sign portion extending into any required yard or parking area limited to a minimum ten (10) feet bottom height.
 - c) May be illuminated, except any direct illumination is limited to a maximum transformer capacity of thirty (30) MA.
 - d) No sign other than a flush sign, all parts of which are on the front of the main building, shall be closer than twenty-five (25) feet to a residential district.
 - ii. Deleted on February 5, 1998.

4. Uses Subject to Use Permits:

- a. Indoor or outdoor sales or rental of new and used autos, trucks, boats, mobile/ manufactured homes, trailers, agricultural implements, lumber, lawn furniture, nursery stock and home gardening supplies and equipment; provided that no sales, rentals or displays are performed in the required front setback.
- b. Drive-in establishments, including eating and drinking places and car washes; provided that all structures are architecturally compatible with the area in which they are constructed.

- c. Hotels and motels, subject to the following:
 - i. All direct vehicular access shall be from an abutting arterial street or highway.
 - ii. Paved areas shall be reduced to the smallest area commensurate with efficient operation and function of the site. All unpaved areas shall be maintained in lawns, landscaping, or recreational areas.
 - d. Gasoline service station, subject to the following:
 - i. Facilities for tire changing and repair, polishing, greasing, washing and minor repair and servicing of motor vehicles shall be entirely within an enclosed building.
 - ii. All structures shall be of unique design that is appropriate to the area in which they are constructed.
 - iii. Paved areas shall be reduced to the smallest area commensurate with efficient operation and function of the site. All unpaved areas shall be maintained in lawns and landscaping. The frontage to any street shall be landscaped to a minimum depth of fifteen (15) feet from the right-of-way line. Drives of maximum width of thirty-three (33) feet may penetrate frontage landscaping.
 - iv. Minimum lot size is twenty two thousand five hundred (22,500) square feet, and minimum frontage is two hundred (200) feet.
 - v. All sources of artificial light shall be concealed from view, except for free standing standards, which shall have translucent covers so as to diffuse the light and eliminate glare.
 - e. Drive-in theaters, provided that:
 - i. The screen surface is not visible from the street.
 - ii. All direct vehicle access is from an abutting arterial street or highway.
5. Yards Required (Except as required under the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts.” Same as C1 District.
6. Building Height: A Conditional Use Permit shall be required for any building exceeding three (3) stories or thirty-six (36) feet in height. Further, no building exceeding two (2) stories or thirty (30) feet in height shall be permitted within three hundred (300) feet of any residential district.
7. Building Density: The total of all buildings shall not exceed an area greater than fifty percent (50%) of the total lot area.

C. C3 – COMMERCIAL THREE DISTRICT (CENTRAL COMMERCIAL DISTRICT)

- 1. Intent and Purpose: To provide a district wherein a full range of sales, services, and office uses are permitted, and wherein the density of traffic and building area are not conducive to residential development.

2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:

- a. There shall be a six (6) foot high opaque wall, fence, or approved landscape screen adjacent to any residential district.
- b. All outdoor lighting shall be hooded or shielded so as to deflect light away from any residential district or public right-of-way within two hundred (200) feet of said lighting.
- c. No use shall be operated in such a manner as to be an explosion or fire hazard, nor shall there be emitted into the atmosphere any smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance.
- d. Sales of junk as outlined in the section of this Zoning Ordinance entitled “Definitions” shall not be conducted within three hundred (300) feet of any residential district; further, such sales shall be conducted within a fully enclosed building or within an area shielded by a six (6) foot high opaque wall, fence, or approved landscape screen.

3. Permitted Uses:

- a. All uses allowed within the C2 District, with the exception that the following requirements shall be waived:
 - i. Requirement for a use permit.
- b. Multiple family dwellings or efficiency apartments provided that such are located above the first floor of commercial buildings.
- c. Wholesaling, warehousing, and enclosed storage of food, household goods, and equipment; refrigerated warehousing; food lockers, general storage.
- d. Commercial parking lots and garages.
- e. Restaurants, nightclubs, and related activities, with on-site consumption of alcoholic beverages.
- f. Body and fender work within a fully enclosed building, and related storage of vehicles and parts within a yard enclosed by a six (6) foot high opaque wall or fence or approved landscape screen.
- g. Sexually oriented business, Subject to the provisions of Section 103.11.

4. On-Site Signs: Requirements shall be the same as those set forth in the “C2 District.”
[See “Off-Site Signs (Billboards)” requirements-below.]

5. Uses Permitted Subject to a Conditional Use Permit:

- a. Facilities for the dismantling of automobiles and sale of used auto parts, with the further stipulation that such activity shall not be permitted within three hundred (300) feet of any residential district.
- b. Sales of liquid petroleum gas, with the further provision that no above-ground storage tank in excess of one hundred (100) gallon capacity may be located within three hundred (300) feet of any residential district, hospital, school, or public facility.
- c. Off-Site Signs (Billboards): Single or double-faced off-site signs may be permitted on a lot subject to the following conditions and restrictions:
 - i. Off-site signs shall be located only along arterial roads that are designated as State highways.
 - ii. Off-site signs shall not be located within 200 feet of a residential zone.
 - iii. No such sign shall be located in any block in which the front third of any of the lots used for residential purposes comprise 50% or more of the block frontage.
 - iv. Off-site signs shall not be located within 1500 feet of another off-site sign.
 - v. Off-site signs shall not be located within 50 feet of any on-site freestanding sign located along the same side of the street. A site plan shall be required noting the proposed signs relation to existing signage and to insure the proposed sign will not impede the visibility of existing signage.
 - vi. Off-site signs shall not be located on a designated scenic route.
 - vii. Off-site signs shall not encroach upon or overhang any public right-of-way or adjacent property. In addition, off-site signs shall be setback a minimum of three feet from any structure or building on the same parcel and a minimum of three feet from any adjacent property line. Refer to Construction Standards Matrix for Off-Site Signs for additional information.
 - viii. Off-site signs shall comply with Gila County's Dark Sky Ordinance and all applicable Building Codes and Regulations in place at the time of permit issuance.
 - ix. Approval from the Arizona Department of Transportation shall be received prior to the issuance of any Gila County sign or building permits.
 - x. It shall be the policy of Gila County to disallow rezoning of a property solely for the purpose of installing off-site signage.
 - xi. In addition to the provisions of Section 103.8 – Signs, all off-site signs shall conform to the Construction Standards Matrix for Off-Site Signs.

Construction Standards Matrix for Off-Site Signs (Billboards):

Highway Speed Limit	Maximum Height	Maximum Panel Area	R.O.W. Setbacks
0 to 35 MPH	20 feet	72 sq. feet	10 feet
36 to 55 MPH	22 feet	144 sq. feet	10 feet
56 to 75 MPH	24 feet	301 sq. feet	10 feet
76 MPH and up	To be determined in the future if / as necessary		

- d. Other uses compatible with the intent and purpose of the District but not specifically enumerated herein.
 - i. Yard Required: There shall be no minimum yard requirement, with the exception that no structure except a required fence or wall may be closer than twenty (20) feet from any residential district.
 - ii. Building Height: Buildings exceeding three stories or forty (40) feet in height shall be subject to a Conditional Use Permit. Further, no building exceeding two stories or thirty (30) feet in height shall be permitted within three hundred (300) feet of any residential district.
 - iii. Building Density: There shall be no restriction on building density, provided, however, that all parking requirements for the permitted uses are met.

SECTION 104.5

USE DISTRICTS (INDUSTRIAL)

A. M1 – INDUSTRIAL ONE DISTRICT (LIGHT INDUSTRY)

1. Intent and Purpose: To provide the type of industrial uses which, while not necessarily attractive in operational appearance, such use is conducted in a manner so as not to cause inconvenience to neighboring properties.
2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. No use shall be operated in such a manner as to be an explosion or fire hazard; nor shall there be emitted into the atmosphere any smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance.
 - b. Residential uses, other than one dwelling unit for occupancy by caretaker and family, are discouraged and shall be permitted under a use permit only where it is

shown that such permission will not cause a shortage of land for future industrial development.

3. Permitted Uses:

- a. All uses permitted in C3 District, except residential, and except that, unless specifically provided herein to the contrary, the following limitations are waived:
 - i. Use permits.
 - ii. Maximum area to be occupied by any use.
 - iii. Confining any use to closed buildings.
- b. All industrial uses wherein the operation of such complies with the “Intent and Purpose” and “Stipulation” of this District and do not impose hazard to health or property in the neighborhood.
 - i. Where uncertainty exists as to compliance with the “Intent and Purpose” and “Stipulations,” the Board of Adjustment shall determine.
- c. Fences or free-standing walls.
- d. Medical Marijuana Dispensaries, and/or Medical Marijuana Dispensary Offsite Cultivation Locations are subject to securing a Conditional Use Permit and the related provisions of the section in this Zoning Ordinance entitled “Application Procedures,” subsection “Conditional Uses and Conditional Use Permits.”
- e. Medical Marijuana Infusion (or Manufacturing) Facility Subject to the following:
 - i. Applicant shall provide:
 - a) Name(s) and location(s) of the offsite dispensary;
 - b) a copy of the operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c); and
 - c) a survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within 1,500 feet.
 - ii. The facility shall not be located within 1,500 feet of the same type of use. This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are conducted or proposed to be conducted.
 - iii. The facility shall not be located within 1,500 feet of a residentially zoned property. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the businesses are conducted or proposed to be conducted to the zoning boundary line of the residentially zoned property.
 - iv. The facility shall not be located within 1,500 feet of a preschool, kindergarten, elementary, secondary or high school, place of worship, public park, or public community center.

- v. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted or proposed to be conducted to the property line of the protected use.
 - vi. Medical Marijuana Infusion may be a part of a dispensary or cultivation location for a dispensary
 - vii. There shall be no emission of dust, fumes, vapors, or odors into the environment from the facility.
4. Signs: Requirements shall be the same as set forth in the C3 District.
 5. Yard and Height Requirements (except as required under the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts:” None, except installations storing and/or dispensing inflammable fuels shall maintain such setbacks as required in the C3 District.

B. M2 – INDUSTRIAL TWO DISTRICT (HEAVY INDUSTRIAL)

1. Intent and Purpose: To provide all types of commercial and industrial uses except that controls may be imposed to minimize air pollution, radiation, and/or explosion dangers.
2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. Residential uses, other than one dwelling unit for occupancy by caretaker and family, are prohibited.
3. Permitted Uses:
 - a. All uses permitted in the M1 District.
 - b. All commercial or industrial uses and accessory uses, except that the Zoning Inspector must deny permission where a proposed use will cause to be exhausted or emitted into the air pollutants such as smoke, soot, dust, gases or toxic fumes, or where there is latent radiation or explosion danger within or without the District.
 - i. In the event the Zoning Inspector denies a use for the reasons stated, an application may be filed to the Planning and Zoning Commission for a Conditional Use Permit. Each use requested shall be considered on its merits as to how the area shall be affected and, if granted, such stipulations may be invoked so as to maintain consideration for the promotion and protection of public health, peace, safety, comfort, convenience and general welfare.
 - a) Such application must be heard by the Commission within thirty (30) days following such application, but after first receiving a

report and recommendation from the Building Inspector and Health Officer.

- b) The procedure of application, notice and schedule of fees shall be the same as that required for hearings on rezoning applications by the Board and Commission. The notice postings may designate the hearing date for the Commission.
- c) Any person aggrieved in any manner by any such Conditional Use Permit may, within thirty (30) days, appeal to the Board of Supervisors.

- 4. Yard and Height Requirements (except as required under the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts”): None, except that installations storing and/or dispensing inflammable fuels shall maintain such setbacks as required in the C3 District.

C. M3 – INDUSTRIAL THREE DISTRICT (UNRESTRICTED INDUSTRIAL)

- 1. Intent and Purpose: To provide all types of commercial or industrial uses without restrictions.
- 2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts.” Residential uses, other than one dwelling unit for occupancy by caretaker and family, are prohibited.
- 3. Permitted Uses: All commercial or industrial uses and accessory uses.
- 4. Yard and Height Requirements (except as required under the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts”): None.

SECTION 104.6 USE DISTRICTS (OVERLAY)

The following are “performance” type districts, and do not maintain any positions with respect to the other use districts.

A. PAD – PLANNED AREA DEVELOPMENT

- 1. Definition: The PAD District is an alternative to conventional land use regulations, substituting procedural protections for the requirements in the Zoning Ordinance. The PAD District is an overlay district that shall be used only in conjunction with other zoning districts described in this Zoning Ordinance, but which will allow flexibility in the requirements of the underlying zone and shall require approval by the Board of Supervisors of a specific plan of development.
- 2. Intent and Purpose: Gila County recognizes that in certain instances the objectives of the Zoning Ordinance may be best achieved by development of planned areas which may not conform in all respects to the underlying zoning district. Gila County further has determined that in the best interests of the health, welfare and safety of the citizens of Gila County, specific planned communities can provide better alternatives for some land development than the conventional zoning districts. The purpose of the PAD District is

to encourage imaginative and innovative planning of neighborhoods, particularly with respect to diversification in the use of the land and flexibility in site design with respect to various features, including but not limited to, spacing, heights, density, open space, circulation, preservation of natural features, and innovation in residential development that results in the availability of a variety of housing opportunities, both in terms of afford-ability and lifestyle to all citizens and guests of Gila County; and to ensure the establishment of developments consistent with the goals and objectives of the Board of Supervisors of Gila County. All townhouse, condominium, and time-shares, together with resort, recreational and commercial activities directly related thereto shall only be in a Planned Area Development District.

3. Location: A PAD may be established in any zoning district upon a finding that such a development would comply with the intent of this section of the Zoning Ordinance and that the PAD substantially complies with any previously approved area plans, by virtue of its unique character, topography or other features. If a proposed project requires rezoning, a request may be considered by the Planning and Zoning Commission simultaneously with its consideration of the development plan
4. Application Requirements: Each application for approval of a PAD District shall be filed in accordance with the provisions of Section 105 of this Zoning Ordinance. In addition to the filing fee established for amendments, an additional fee of \$500.00 shall be paid by the applicant for processing the PAD request. The application shall be accompanied by such information and representations required by this Zoning Ordinance or deemed necessary by the Zoning Inspector which together shall comprise the application package.
5. Development Plan: The rezoning application shall be accompanied by a Development Plan which shall consist of:
 - a. The proposed development shall be drawn at sufficient scale so as to not exceed a print size greater than 24" x 36." Lettering shall be of sufficient size to be reasonably legible when reduced to an 8 ½" x 11" clear print.
 - b. Title of the project, such as "Planned Area Development for _____" in bold faced letters.
 - c. Name of the landowner, developer, applicant and the firm or person who prepared the plan.
 - d. North arrow, scale (written and graphic), and dates of plan preparation and subsequent revision dates.
 - e. Inset vicinity map showing the relationship of the proposed project to existing area developments and surrounding zoning districts.
 - f. Legal description of the entire property.
 - g. Delineate and dimension by bearing and distance the exact boundaries of the proposed development.

- h. Show existing perimeter streets, including center lines, names, dimensions of existing dedications and proposed dedications.
- i. Show the general locations and scheme of proposed interior streets with proposed rights-of-way or easements. All points of ingress and egress to the site must be shown.
- j. Indicate the general location of proposed residential areas and types of housing proposed for each area. Show and label areas of open space, public areas, drainage areas and any proposed facilities such as golf courses, parks, recreation center, sewage treatment facilities.
- k. Indicate who will own, control and maintain landscaping, open areas, streets, recreation facilities, refuse disposal and private utility systems.
- l. Show typical lots for each dwelling type, including typical lots in cul-de-sacs, on corners and in any unusual location. Show the arrangement of units which will be clustered, if applicable. These typical lots should show the building envelope, the proposed minimum setbacks, the minimum lot dimensions and individual walls and fences.
- m. Indicate the location and width of any existing roadway or utility easements on the property.
- n. Show existing contours; contour interval to vary according to grades as follows: grades up to 5%, 2'; over 5% to 10%, 5'; over 10%, 10'.
- o. Indicate the general direction of storm water runoff. Identify by note or notes the existing drainage pattern and the proposed drainage plans for handling onsite and offsite storm water runoff. A preliminary drainage report will be required at the time of filing the tentative/preliminary plat.
- p. Indicate the locations, type, height and material of proposed perimeter fences and/or walls. All proposed signs should also be located, identified and dimensioned.
- q. Note the general location and type of existing and proposed landscaping on the site.
- r. Show phase lines, if applicable.

6. Development Plan Data:

- a. Land Use Table or Tables to include the following:
 - i. Total gross acreage of site.
 - ii. Total area of the streets, public and private.

- iii. Total area of public open space, if applicable.
 - iv. Total area of open space which is designed for the exclusive use of the residents of the PAD area who receive an undivided ownership of such areas.
 - v. Maximum allowable density permitted under base zoning district.
 - vi. Total number of each dwelling type and the total number of all dwelling units.
 - vii. Average lot area per dwelling unit.
 - viii. The overall density proposed.
- b. A table which compares the requirements of the existing zoning, the requirements of the base zoning requested, and the variations proposed under the PAD. The table should include lot area per dwelling unit, setbacks, maximum lot width, maximum building height, number of stories and parking requirements. A Conditional Use Permit shall be required for buildings exceeding three (3) stories or thirty-six (36) feet in height.
 - c. A table which lists the type and source of proposed utilities and services which include sewer, water, electric, telephone, police, fire, schools and solid waste disposal
 - d. A table which shows the proposed rights-of-way or easements and pavement widths for each type of street proposed for the planned area and perimeter.
7. Narrative Report: The following information shall be included in a supporting narrative report:
- a. Title Page: The title page should clearly indicate “Planned Area Development for_____,” the name of the applicant and date.
 - b. Purpose of Request: The first section of the report should explain why the project is being proposed, and why the site has been selected.
 - c. Description of Proposals: The character and type of development shall be thoroughly explained. All of the proposed non-residential buildings and structures and their intended uses should be described.
 - d. Relation to Surrounding Properties: Surrounding land use and zoning should be described. The impact of the proposal on surrounding properties in each direction should be discussed. The impacts on schools should be explained.
 - e. Location and Accessibility: The means of access, distance from major streets and surrounding road conditions should be described. Any proposed interior streets, drives or parking areas and proposed improvements should also be described.

- f. **Timing of Development:** A section of the report should contain a schedule of development phasing.
 - g. **Public Utilities and Services:** Letters of serviceability from all public and private utilities and services shall be submitted with the report. Additionally, any correspondence involving transportation issues shall be included.
 - h. **Maintenance of Streets and Common Areas:** The provisions for the maintenance of the private streets, common areas and public and private landscaped areas should be discussed.
- 8. **Waiver of Specific Submissions:** Any information required under the section of this Zoning Ordinance entitled “Establishment of Zones (Use and Density Districts),” subsection “Use Districts (Overlay),” sub-sub section PAD-Planned Area Development – Development Plan” may be waived by the Zoning Inspector on the basis that the information is not necessary to a review of the proposed PAD. Such waiver shall be in writing, shall specify the reasons for such waiver and shall be included in the materials submitted to the Planning and Zoning Commission.
- 9. **Public Hearings:** After proper application has been made for a PAD, the Planning and Zoning Commission and Board of Supervisors shall hold public hearings as provided in the section of this Zoning Ordinance entitled “Amendment Procedures.”
 - a. The Planning and Zoning Commission and Board of Supervisors may approve the plan as submitted, may require the applicant to modify, alter, adjust or amend the plan in such manner and to such extent as it may deem appropriate to the public interest, or disapprove the plan.
 - b. The Planning and Zoning Commission and Board of Supervisors may approve a plan even though the use of buildings and land, the location and height of buildings to be erected in the area, the nature of ownership, and the yards and open spaces contemplated by the plan do not conform in all respects to the regulations of the zoning district in which it is located or the plan does not conform in other particulars.
- 10. **Findings Required:** Before approval of an application for a PAD District, the Planning and Zoning Commission and the Board of Supervisors shall find that the development conforms to the following general criteria:
 - a. That the location, design and size are such that the development can be well integrated with the surroundings; is planned and developed with the intention to harmonize with any existing or proposed development in the adjacent neighborhood; or in the case of a departure of character from surrounding uses, that the location and design will adequately reduce the impact of the development so that the project will not be detrimental to the adjacent property.
 - b. That the streets and thoroughfares proposed are suitable and adequate to serve the proposed uses and the anticipated traffic which will be generated thereby and that proper provision for the maintenance of the streets has been provided.

- c. That the value of the use of the property adjacent to the area included in the plan will not be adversely affected to a significant extent and to this end, the Planning and Zoning Commission and Board of Supervisors may require, in the absence of an appropriate physical barrier, the uses of least intensity be arranged along the boundaries of the project. As further protection to adjacent properties, the Planning and Zoning Commission and Board of Supervisors may impose either or both of the following requirements:
 - i. Structures located on the perimeter of the planned development be set back a distance sufficient to protect the privacy and amenity of adjacent existing uses.
 - ii. Structures located on the perimeter of the planned development be permanently screened in a manner sufficient to protect the privacy and amenity of the adjacent existing uses.
- d. That suitable retention and drainage areas have been provided to protect the property and adjoining properties from hazards resulting from water falling on or flowing across the site, and that proper provision for maintenance of such retention and drainage areas has been provided.
- e. That the location, design, size and uses are such that the residents or establishments to be accommodated will be adequately served by existing or planned public facilities and services.
- f. That the location, design, size and uses are such that traffic generated by the development can be accommodated safely.
- g. That adequate and visible refuse disposal has been provided for or exists for the development.

11. Implementation of Plan:

- a. Once a plan has been approved, it can be amended, changed or modified only through the procedure prescribed herein for the initial application for approval. The Board of Adjustment may not grant any variances for an approved PAD.
- b. A development schedule for residential uses shall be submitted as part of the project plan and the construction of provision of all the common open spaces and public and recreational facilities which are shown on the Development Plan must proceed at the same rate as the construction of dwelling units. If it is determined that the rate of dwelling unit construction is greater than the rate at which common open areas and public and recreational facilities are being constructed or provided, the developer will be notified that no building permits for dwelling unit construction will be issued until the rate of construction conforms with the development schedule.

- c. The development schedule shall provide for stage construction of the Development Plan. Building permits will not be issued for any stage of the plan unless the common open space allocated to that stage by the development schedule has been conveyed to the appropriate parties.

12. Minimum Planned Area Development Requirements and Limits:

The following requirements and limits are mandatory for all Planned Area Developments and may not be waived or modified without amendment of this section by the Board of Supervisors.

- a. No residential PAD, or the residential portion of any PAD including commercial, shall have less than fifteen (15%) percent of its gross total area allocated to open space or other common areas or facilities. Streets, sidewalks and entry areas shall not be included in the fifteen percent.
- b. PADs that include manufactured home lots shall have an under-lying zone of MHS-Mobile/Manufactured Home Subdivision District.
- c. Any private streets approved by the Planning and Zoning Commission and the Board of Supervisors as part of a PAD shall meet the minimum requirements as established by Gila County Engineering Services.

B. PM – PERFORMANCE INDUSTRIAL DISTRICT

- 1. Intent and Purpose: To promote the development and operation of certain uses, such as, but not limited to, laboratories, light manufacturing and assembly, in such a restricted and limited manner that, because of the limitations on type of structures and uses, control on height and density, prohibitions against open land facilities, omission of such nuisances as fumes, odors, noise, glare and vibration, prohibition of general retail sales and services or other uses that cater to the general public, and the landscaping requirements, so as to protect and foster residential desirability adjacent to such industries.
- 2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. Residential uses, other than one dwelling unit for occupancy by caretaker and family, are prohibited.
 - b. General retail sales and service or other uses that cater to the general public are prohibited.
 - c. All uses except parking, loading and unloading, as provided herein, shall be confined to within closed buildings.

- d. Space for automobile parking area shall be initially provided and kept available on the premises at the rate of two square feet of land area for each square foot of floor area. As the development of facilities progresses, there shall be installed and maintained no less than one parking space for each two employees. All ground area used for parking, loading, unloading, and vehicular movements shall be surfaced and maintained with dust-free surfacing, preferably hard surface.
 - e. All development on any one parcel in the District must progress in accordance with general layout, architectural, and landscape plans for such parcel, all to be approved by the building inspector; the Board of Adjustment may modify the Building Inspector's requirements, provided such modifications do not defeat the intent and purpose of the District.
 - f. All outdoor lighting shall be hooded or shielded so as to deflect the light away from residential districts. Such lighting shall be the minimum required to illuminate the area needed to be lighted.
 - g. No use shall be operated in such a manner as to be an explosion or fire hazard; nor shall there be emitted into the atmosphere any smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute the slightest nuisance.
 - h. The first fifty (50) feet of depth adjacent to any street or street easement must be used for landscaping purposes, and may not contain any other uses or structure, except for driveways, signs and lighting, as permitted in this District.
3. Permitted Uses: (provided such uses meet the intent and purpose of the District):
- a. Manufacturing, machining, processing, assembly, compounding, fabrication, mixing, baking, equipping, printing and publishing, cooking, glazing, weaving, knitting, and sewing.
 - b. Research and testing laboratories.
 - c. Warehouses.
 - d. Motion picture production, radio and television studios.
 - e. In-plant restaurants as an appurtenant use, and including roof or landscaped patio dining facilities.
 - f. Facilities incidental to a construction project, including storage, all located on the project site for a period not to exceed twelve (12) months.
 - g. Churches or similar places of worship. Open land recreation facilities in connection with such project may be permitted subject to a use permit.

- h. Accredited schools, colleges, universities, including dormitories, athletic fields, playgrounds and swimming pools on the same parcel of land. Private school playgrounds, athletic fields and swimming pools are subject to securing a use permit.
- i. Public utility facilities, when necessary for serving the surrounding territory (but not storage yards).
- j. Regulation type golf courses, but not miniature, pitch and putt courses, nor commercial driving ranges, and subject to securing a use permit.
- k. Offices wherein professional, administrative, clerical or sales (other than to the general public) are rendered, including management and /or realty offices appurtenant to an industrial subdivision and located therein.
- l. Publicly owned or operated buildings or properties.
- m. Publicly owned or operated parks and playgrounds, and other recreational uses, including eating and drinking sales and service establishments (which may be operated on a concession basis) accessory to the use of such public facility; provided, however, that such shall be located no closer than three hundred (300) feet to any adjacent property.
- n. Private parking space as provided for the District.
- o. Railroad, mining, metallurgical, or general agricultural uses on five or more contiguous commercial acres under one ownership. Such uses are exempt from any restrictive provisions of this section.
- p. Customary accessory uses and buildings, including private parks and swimming pools, provided such are incidental to the principal use.
- q. Fences or free-standing walls (not to exceed eight (8) feet in height), provided same are not located closer than fifty (50) feet to any street or street easement line, except that when same are adjacent to a residential district, the height shall conform to the maximum height requirements for such residential property.
- r. Signs: As follows, which may be lighted by indirect illumination:
 - i. Signs appurtenant to or identifying a permitted use of the property upon which displayed and subject to the following additional provisions and stipulations:
 - a) Limited to a total overall sign area of two hundred (200) square feet, in addition to one name plate and necessary informational or directional signs; provided, however, that each such name plate or other accessory sign shall not exceed an area of six (6)

- square feet. The name plate may be located at or within four (4) feet of a street line, provided same is unlighted and does not exceed a height of seven (7) feet.
- b) Any flush sign may have an area not to exceed one hundred sixty-eight (168) square feet. Signs pertaining to the name of the operating company will not be limited in size, provided such signs are incorporated into the architectural design as an integral part of the building, and shall have a minimum setback of one hundred fifty (150) ft. from any dedicated street or residential district, and shall not exceed a height of forty (40) feet above ground grade, and shall be subject to approval of the Zoning Inspector.
 - c) Any free-standing or extended sign may have a sign panel area not to exceed eighty-four (84) square feet.
- ii. Temporary advertising signs pertaining to the sale or lease of land or buildings upon which property same are displayed and subject to the following additional provisions and stipulations:
- a) Limited to one single or double-faced or V-shaped sign for each 300 lineal feet or fraction thereof of frontage on all street sides for each lot or establishment, provided no two signs on the same property are closer than one hundred (100) feet to each other nor closer than one hundred (100) feet to any residential property line.
 - b) If the portion of the property being advertised is unimproved, such sign not exceeding sixty (60) square feet of panel area and seven (7) feet in height may be displayed up to the street line, provided same be no closer than one hundred (100) feet to any building. Such signs, when located within one hundred (100) feet to developed land, must parallel the street.
 - c) If the portion of the property being advertised is improved, such signs shall be regulated by the provisions and stipulations of signs appurtenant to the use of the property, except that no panel area may exceed eighty-four (84) feet.

4. Lot Area and Dimensions:

- a. No lot shall hereafter be subdivided to provide less than seventy two thousand (72,000) square feet (commercial two acres) of area, a width of one hundred (100) feet, nor a depth of three hundred (300) feet, and provided further that no lot shall exceed a depth of six hundred fifty (650) feet, unless it can be shown that deeper lots will not block a future street pattern.

5. Yards Required: There shall be a yard measuring from any street or street easement of not less than fifty (50) feet

- a. There shall be a side yard of not less than twenty-five (25) feet from any common property line or alley, except that such side yard shall measure not less than fifty (50) feet from any residential district boundary.
 - b. There shall be a rear yard adjacent to any residential district of not less than fifty (50) feet to the residential side line and twenty-five (25) feet to the residential rear line or the rear alley centerline of what would be the centerline if a full alley existed.
6. Height Limits:
- a. No structure shall exceed a height of thirty (30) feet plus one (1) foot for each additional ten (10) feet such structure is located beyond setback lines, provided such height does not exceed forty (40) feet, except that towers, poles and water tanks necessary to serve the lot and/or the area may exceed the height limitations when the location of such exceeds a setback from any property line of twice its height.
7. Building Density: The total area of all buildings shall not exceed thirty percent (30%) of the total area of the lot.
8. Space and Between Buildings: No building shall be closer to any other building than thirty (30) feet, except when such are attached by a common wall so as to be treated as one building.

C. T – TRAILER DISTRICT

- 1. Intent and Purpose: To be combined with certain other use and density districts for the purpose of permitting Mobile/Manufactured Home Developments. Procedure for inclusion of the “T” District shall be the same as the provided for a change of zoning.
- 2. District Stipulations and Provisions: Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provision-All Districts.” All provisions of the use and density district with which this District is combined shall maintain, except as enumerated to the contrary under this section.
- 3. Permitted Uses:
 - a. All uses permitted by the use district with which this district is combined.
 - b. Mobile/Manufactured Home Developments, subject to the approval of a site plan.
 - i. Site plans and an application on a form supplied by the Community Development Division shall be submitted for review and approval. The Community Development Division shall refer the site plan to the County Engineering and Health Departments and any other affected department or agencies to check its compliance with pertinent County and State standards and regulations. Subsequent to review, the Zoning Inspector or

his/her designee shall (1) approve the site plan as submitted, (2) approve the site plan with modifications, or (3) disapprove the site plan. The Zoning Inspector shall notify the applicant of the Commission's decision. If the application is disapproved, the Zoning Inspector shall notify the applicant of the reasons for disapproval and may state the modifications necessary for approval of the site plan.

- ii. An approved site plan shall be binding upon the applicants and their successors or assignees. Placement and/or erection of all structures within a Mobile/ Manufactured Home Development shall require the issuance of a building permit to be issued in accordance with the regulations of the Community Development Division. No building permit shall be issued for any building or structure not in accord with the site plan, except that temporary construction facilities shall be permitted for the purpose of developing the project. Individual installation permits shall be required for placement of mobile/manufactured homes within approved spaces. The construction, location, use or operation of all land and structures within the site shall conform to all conditions and limitations set forth in the site plan. No structure, use or other element of an approved site plan shall be eliminated, altered, or provided in another manner unless an amendment is approved in accord with paragraph "vi" of this section.
- iii. In addition to the special requirements of this section, the Zoning Inspector may impose on a site plan such additional requirements as are necessary to safeguard the public welfare, safety and health. The Zoning Inspector may require the applicant to submit a revised plan incorporating the imposed requirements and modifications. When a site plan is submitted conforming to the stipulations of the Commission, one copy of the approved site plan shall be filed in the office of the Community Development Division and one copy sent to the applicant.
- iv. An approved site plan may be revoked if construction of the Mobile/Manufactured Home Development is not begun within twelve (12) months of site plan approval. The Zoning Inspector may approve a twelve (12) month extension if warranted.
- v. Failure to comply with the standards and guidelines for development and maintenance of Mobile/Manufactured Home Developments shall be considered by the Zoning Inspector as grounds for revocation of site plan approval. Such approval may be revoked by the subject to appeal as provided in paragraph "vii" below.
- vi. Amendments: The holder of an approved site plan may request modification of the site plan or the conditions of approval by submitting an amended site plan which shall be filed and processed in the same manner as an original application.
- vii. Appeals: A decision of the Zoning Inspector may be appealed to the Planning and Zoning Commission within fifteen (15) calendar days of the Zoning Inspector's decision.

- a) Appeals shall be in writing on a form provided by the Community Development Division and shall include only those items not agreed upon.
- b) An appeal will be heard at the next regular meeting of the Planning and Zoning Commission.
- c) Any decision of the Planning and Zoning Commission shall be final unless a person aggrieved thereby, within seven calendar days after the decision of the Planning and Zoning Commission, appeals to the Board of Supervisors by filing a written notice of appeal with the Community Development Division.
 - 1) Within thirty calendar days after service of a notice of appeal, the Community Development Division shall transmit to the Board of Supervisors a transcript with exhibits of the Planning and Zoning Commission's hearing. The Supervisors may require or permit corrections or additions to the transcript or exhibits.
 - 2) The Board of Supervisors shall review the transcript and exhibits, if any, and may, at their discretion, affirm the decision of the Planning and Zoning Commission remand the matter for further proceedings before the Planning and Zoning Commission, or reverse or modify the Planning and Zoning Commission's decision.
 - 3) Any person aggrieved by a conclusive decision of the Planning and Zoning Commission or the Board of Supervisors shall have a right of appeal to a court of competent jurisdiction.
 - 4) Neither the Zoning Inspector nor the Board of Adjustment shall have authority to modify the terms of this Section.

4. Minimum Standards for Development and maintenance of Mobile/Manufactured Home Developments Other than Subdivisions:

- a. Minimum dimensions and areas for mobile/manufactured home spaces shall be as follows:
 - i. **Single-wide Mobile/Manufactured Homes:** Minimum space area shall be three thousand four hundred (3,400) square feet; minimum width shall be forty (40) feet and minimum depth shall be eighty-five (85) feet.
 - ii. **Double-wide Mobile/Manufactured Spaces:** Minimum space area shall be four thousand six hundred seventy-five (4,675) square feet; minimum width shall be fifty-five (55) feet and minimum depth shall be eighty-five (85) feet.
 - iii. **Recreational Vehicle Spaces:** Minimum space area shall be one thousand five hundred (1,500) square feet; minimum width shall be twenty-five (25) feet and minimum depth shall be sixty (60) feet.

- iv. A recreational vehicle may be located on a mobile/manufactured home space, provided all requirements of this Section are met and only one unit is placed on one space.
- b. Minimum setback dimensions for mobile/manufactured homes and recreational vehicles (hereinafter referred to as “mobile units”) shall be deemed the shortest of horizontal dimensions measured from the nearest portion of the endwall or sidewall of the mobile unit or from the patio cover, carport, cabana, ramada, or similar appurtenance, and shall be as follows:
 - i. Minimum setback from any interior street or rear, front, or non-main entry space line shall be five (5) feet.
 - ii. An uncovered main entry side of a mobile unit shall be a minimum of fifteen (15) feet from the adjacent space line.
 - iii. Where parking space is provided within the mobile unit space, a minimum of sixteen (16) feet width shall be provided between the space line and the nearest side or endwall of the mobile unit.
 - iv. No mobile unit or accessory building may be placed closer than ten (10) feet from any exterior development boundary.
 - v. Minimum distance between mobile units within the same Development shall be ten (10) feet.

5. General:

- a. All streets within a Mobile/Manufactured Home Development shall be private and shall be maintained by the owner.
- b. Parking spaces within the boundaries of the development shall be provided at a rate of two per unit.
- c. The Mobile/Manufactured Home Development shall be screened from adjoining parcels by an opaque wall or fence not less than four (4) feet no more than six (6) feet in height.
- d. No accessory building may be placed within the required front side or street setback.
- e. No mobile unit space, parking space, drive, street, or common area may be used for the dismantling and/or storage of inoperable motor vehicles.
- f. Adequate common trash collection stations shall be provided at a rate of not less than one station per ten (10) spaces. Such stations shall be screened from view of adjacent spaces and constructed in such a manner as to prevent the spreading of trash due to wind or animals.
- g. Development shall be maintained in a clean, safe and sanitary manner. No refuse, debris, trash, or uncontrolled vegetation shall be allowed to accumulate to

such an extent as to constitute a nuisance or potential threat to the lives, health, or property of the development residents or surrounding property owners.

D. P1—PARKING ONE DISTRICT

1. **Intent and Purpose:** To serve one purpose only -- that of providing vehicular parking space either by preserving existing parking areas by zoning them to P1, or establishing similar zoning on areas to be used for providing parking requirements of this Zoning Ordinance.
2. **District Stipulations and Provisions:** Supplemental to and/or supplanting the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts” as follows:
 - a. All requirements under the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts,” subsection “Off-Street Parking” shall be adhered to when applicable, and provided further that other stipulations and provisions may be imposed at the time of such zoning for the protection of adjacent properties or in the interest of public welfare.
3. **Permitted Uses:**
 - a. Open land parking area providing spaces to satisfy all or a portion of the off-street parking requirements of a permitted use or uses.
 - i. Installation, operation and maintenance of such lots shall adhere to all provisions established elsewhere in this Zoning Ordinance for such required parking.
 - ii. Such use is contingent upon first obtaining approval from the Traffic Engineer or other designated official as to ingress and egress and traffic circulation patterns.
 - b. Signs (See the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts,” subsection “Signs”: Appurtenant use signs same as permitted under the R4 District.
 - c. Other uses customarily accessory and incidental to the parking use provided same is located on the same lot or on the lot containing the principal use for which the parking is being provided.

E. REGIONAL DESIGN REVIEW PROGRAM GUIDELINES

1. Purpose and Intent

The purpose of the design review program is to preserve and enhance the beauty and uniqueness of the region, facilitate incorporation of the region’s culture and natural resources into property, increase the value of the property, pedestrian friendly planning, and to contribute to the further enhancement of the economic base of our area through

increased awareness and appeal of the properties adjacent to the U.S. Highway 60-70 corridor benefiting all property owners, residents, and visitors to the region.

2. Applicability

These guidelines, upon adoption by each respective government jurisdiction through ordinance, shall be applicable to all developable properties that front on the U.S. Highway 60/70 corridor from the west end of Miami to the east end of Globe. The Program's guidelines will also apply to all currently developed properties on that same corridor that undertake property and/or structure redevelopment involving modification of 50% or more of their present property or structure to include modification to design, layout, signage, or exterior appearance for which a building permit is required.

3. Exemptions

- a. The guidelines of this Design Review Program shall not apply to the following activities:
 - i. Maintenance of the exterior of existing structures such as repainting, re-roofing, residing, where similar materials and colors, are used.
 - ii. Interior remodeling.
 - iii. Existing nonconforming aspects of a building or site not addressed in an application for a design review permit.
 - iv. Short-term/temporary preventative maintenance as a result of an emergency situation. i.e., fire, flood, natural disaster.

4. Application Procedures

- a. An application for a design review requires submission of nine (9) design packets for review by the government agency with jurisdiction over the property and the Regional Design Review Committee.
- b. Each packet must contain:
 - i. Site Plan that provides the following:
 - a) Pedestrian & vehicular circulation.
 - b) Building floor plans showing orientation of windows & doors on the exterior walls of the proposed structure.
 - c) Location and description of exterior signage.
 - d) Landscape plan, including plants type and placement, and hardscape details.
 - e) Exterior Lighting; location, type, and orientation.
 - f) Fences and walls, (material and surface textures).
 - ii. Building Elevations which provide the following:
 - a) Façade Treatment.
 - b) Architectural Design.
 - c) Building Height.
 - d) Building Materials.
 - e) Design Detail for windows and doors.

5. Review Procedures

Upon submittal of a completed application, the Design Review Committee shall review and prepare a written recommendation to the governmental agency having jurisdiction over the subject property regarding the following elements to which the Design Review Program's guidelines apply:

- a. Site Layout
 - i. Orientation and location of buildings, hardscape, natural features and landscaped areas in relation to physical characteristics of the site, neighborhood character, and the appearance and harmony of adjacent buildings. For the purpose of these guidelines a property not immediately adjacent to the corridor shall be considered as adjacent to the corridor if the property adjacent to the corridor is undeveloped.
 - ii. The appearance and safety of the proposed pedestrian system.
 - iii. Landscaping:
 - a) The location, height and species of hedges, trees, and xeriscaping to ensure harmony with the ambiance of the area and the intent of these guidelines.
 - b) The planting of groundcover to prevent dust and erosion.
 - c) The preservation of existing healthy trees
 - iv. Hardscaping: the location, height and material of walls, fences, and other artificial embellishments to ensure harmony with the ambiance of the area and the intent of these guidelines
 - v. Outdoor Signage: The number, location color, size, lighting, and landscaping of outdoor advertising devices as they relate to pedestrian and vehicular traffic, their appearance and harmony with the existing adjacent structures, and the intent of these guidelines.
- b. Architectural Character
 - i. The consistency of the applications of the proposed design with approved design guidelines.
 - ii. The compatibility of the character of the proposed design with adjacent structures and the intent of these regulations.
 - iii. Preservation of historical structures (if within registered Historic Districts).
- c. Overall Compliance with Development Standards - The Design Review Committee or the Planning Staff of the government agency with jurisdiction over the said property, on a case-by-case basis, may make exceptions to the provisions of the following section entitled “Development Standards (Site Design)” due to unique characteristics of the site or economic hardship to the applicant.

6. Development Standards (Site Design)

- a. Pedestrian and Vehicular
 - i. Circulation patterns should be obvious and simple. All pedestrian routes should be considered in the design phase to eliminate “short cuts” that damage landscaped areas.
 - ii. Circulation systems should limit conflicts between vehicular, bicycle and pedestrian traffic.
 - iii. Where pedestrian routes cross vehicular traffic paths; a change in grade, materials, textures and/or colors should be provided.
 - iv. Pedestrian routes/paths should be provided to the front entrance of a building from the public right of way.

- v. Bicycle parking facilities may be substituted for automobile parking spaces required at a ratio of five (5) bicycle spaces for one required vehicle parking space. A maximum of five (5) % of the total required parking spaces may be reduced from the total number of parking spaces required under the established parking spaces related requirements in the government agency's standards. Bicycle parking facilities should include provisions for locking of the bicycle in a secure rack.
- b. Building Setbacks
 - i. Buildings should be placed as close to the front property line as reasonable with consideration for the safe passage of vehicular and pedestrian traffic.
 - ii. Where no side yard setback is provided, structural wall construction must be two-hour fire rated, and the roof must not drain directly onto adjoining property.
 - iii. Rear yard setback is not required except when the adjoining property is residential. Where this occurs, a case-by-case review will determine appropriate setbacks that are compatible with the adjoining properties.
 - iv. Overhead structures such as porches and balconies may be placed on the front property line except where adjoining structures have larger front yards.
- c. Parking Facilities

Parking should not be positioned between the public sidewalk and the front of the building, here feasible. Parking at the side of the property must be landscaped and screened.
- d. Multiple Buildings

Multiple buildings on the same property should be designed to create a cohesive visual relationship between buildings.
- e. Driveways
 - i. Shared or common driveways are encouraged.
 - ii. There should be a maximum of one driveway per lot or parcel except where the lot has more than one hundred (100) feet of frontage on the Highway Corridor. Driveways should be separated by a minimum of one hundred (100) feet. Approval of the Arizona Department of Transportation must be obtained in each case. The State's jurisdiction and decision shall always prevail if different than the recommendation of the Design Review Committee.
- f. Signage
 - i. No roof sign should be permitted except where significant negative grade change exists from the roadway to the building site.
 - ii. Portable free-standing signs must not exceed three (3) feet in height, six (6) square feet on each face, and must not obstruct pedestrian ways or cause line of sight problems.
 - iii. Permanent free-standing signs should not exceed thirty-two (32) square feet on each face and must be low profile.

- iv. Marquee signs must not be installed in such a manner that the illumination from the sign causes distraction or hindrance to vehicles on the corridor nor occupants of nearby properties.
 - v. Colors should be used from the approved color board.
 - vi. Signs must be properly maintained.
 - vii. Signs should be architecturally integrated with their surroundings in terms of size, shape, color, texture and lighting.
 - viii. Signs should not be in visual competition with each other.
 - ix. In the event that these signage guidelines are found to be in conflict with the adopted sign ordinance provisions of the government agency with jurisdiction, the established governmental sign ordinance requirements shall have precedence.
- g. Lighting
- i. Colored lighting is allowed but should not:
 - a) spill over onto adjacent properties;
 - b) be the primary lighting theme; or
 - c) contain moving or streaming lights or components.
 - ii. Lighting fixtures should be historically appropriate to the area, and close in appearance to other installed historic lighting within the government jurisdiction.
- h. Utility Equipment
- i. Mechanical systems equipment should be screened and sound attenuated, using approved building materials and positioned to maintain minimum intrusion on the public view.
 - ii. Utility areas and equipment, such as trash receptacles, storage areas, service yards and loading/unloading areas should be screened from public view with approved building materials.
 - iii. Permanently installed utility standards and communication equipment should blend into the surrounding environment. The use of earth colors and/or the installation of faux foliage, and/or the installation of equipment constructed to replicate a living plant, such as a palm tree, cactus, or other tree as appropriate to blend the equipment into the environment should be considered.
- i. Landscaping
- i. Landscaping should soften the visual appearance of the site, and provide a pedestrian friendly environment.
 - ii. Any planting within the rights of way should not create a line of sight nuisance, or be a nuisance to pedestrian and vehicular traffic in any way.
 - iii. All undeveloped areas, within public view, should be landscaped or left with undisturbed natural vegetation.
 - iv. Deciduous or evergreen shrubs and trees can be used.
 - v. Planter boxes are encouraged for flowers.

- j. Hardscape
 - i. Colors, textures and materials selected for walkways, patios, and other ground plane enhancements must support the architectural character of the area.
 - ii. Materials should not impede accessibility to those who are physically challenged.
 - iii. The texture and color of hardscape should clearly differentiate between driveways, parking facilities, and those areas used by bicyclists or pedestrians.
 - iv. Stone, brick, colored concrete, pavers, covered boardwalks, and concrete finishes are acceptable.
 - v. Natural materials should be used to the maximum extent; Synthetic materials may be considered.
- k. Street Furniture
 - i. Street furniture should be of design and character consistent with municipal streetscape elements.
 - ii. Synthetic or plastic elements are not permitted.

l. Fences and Walls

When adding fences and walls, the building materials should comply with the approved building materials in this guideline.

- m. Overhead Protection Structures
 - i. Overhead protection structures should be installed on the façade of the ground floor above any installed or planned pedestrian pathways.
 - ii. A minimum of seven (7) foot vertical clearance is required for overhead structures above potential pedestrian pathways.

7. Development Standards (Architectural and Structural Design)

- a. Architectural Features
 - i. Architectural design should be compatible with the character of the area. Design compatibility should include complimentary building style, form, size, color and materials.
 - ii. Diversity of architectural design is encouraged that portrays the historical and cultural influences of the area.
 - iii. Detail is required at/around all doorways and windows that front on the street or are part of visible sidewalls.
 - iv. Rough sawn wood reflecting “pioneer” look is encouraged.
- b. Building Materials
 - i. The preferred building materials include wood, stone, brick, and adobe. Stucco and synthetic materials may be considered.
 - ii. Metal buildings are permitted if the facade visible from the right-of way is composed of building materials specified in paragraph G.1.b above.

- c. Building Colors
 - i. Exterior colors should be selected from the recommended color board, Historic Colors of America.
 - ii. Trim and body colors should be complimentary, and brilliant, bold colors should be avoided.

- d. Roof Design

Acceptable roof materials include galvanized and colored metal, or dimensional asphalt shingles. The use of composite material will be reviewed on a case-by-case basis. The use of natural wood shake roof material is highly discouraged.

- e. Facade Treatment

- i. The concealing of original facades as part of restoration/rehabilitation should be avoided.
- ii. Storefront restoration should return the façade to its original character as much as is reasonable and appropriate and meets design review requirements.
- iii. Reflective or mirrored glass should be avoided. Tinted glass should comply with Arizona Standards of 30% maximum reduction of transparency.
- iv. A minimum of 35% of the front first floor of the building at the front property line should be windows or doors.
- v. No new construction or remodeling of an existing building will use mill finished aluminum windows, doors, or display devices.
- vi. In new construction glass block windows visible from public walkways should be avoided.

8. Guideline Review

This guideline is subject to continuous review by the Design Review Committee and the governmental agencies to which it applies. Significant changes to this document will require full concordance of all affected agencies before those changes are implemented.

SECTION 104.7

USE DISTRICTS (SPECIAL)

A. GU – GENERAL UNCLASSIFIED DISTRICT

1. Intent and Purpose: To provide for all the unincorporated areas of Gila County not otherwise designated for some other specific zone to be included in the “General Unclassified District” by this Zoning Ordinance.
2. District Stipulations and Provisions:
 - a. No subdivision of land for sale, rent, or lease for residential, commercial, or industrial use shall be conducted or approved in the GU District without prior rezoning of the land so intended.
 - b. Off-site signs (billboards) are not permitted in this District
 - c. Sexually oriented businesses are not permitted in this District.

- d. Minimum density requirements shall be the same as D40 Density District.

SECTION 104.8

DENSITY DISTRICTS

Density districts shall be established in order to maintain a desirable amount of open space and regulate the intensity of use within conventionally designed, detached single-family residential subdivisions or those unplatted areas primarily devoted to detached single-family residential use.

A. GENERAL REGULATIONS

Except as enumerated to the contrary under any particular density district or the section of this Zoning Ordinance entitled “General Stipulations & Provisions-All Districts,” the following, where applicable, shall apply to all density districts or to any residential use in use districts not combined with density districts:

1. Lot Area and Dimensions:
 - a. Any lot which is substandard for the district in which it is located, either as to dimensions or area, that was legally established as such when it came under the influence of the minimum regulations of such district, shall be considered a legal lot in that district.
 - b. No lot shall be further divided in such a manner that any division of such lot shall contain more living units and/or percent of lot coverage than is permitted on that area by the minimum regulations of the district in which such lot is situated.
2. Yard Dimensions/Space Between Buildings: Minimum yard requirements in all density districts shall be as follows:
 - a. Front Yard - Twenty (20) feet.
 - b. Rear Yard - Twenty (20) feet.
 - c. Street Side of Corner Lot - Ten (10) feet.
 - d. Interior Side Yard - Seven (7) feet; nine (9) feet on one interior side yard if vehicular access is needed per the following sections entitled “Yard Deviations” and Projection into yards is prohibited, except as herein enumerated.”
 - e. Distance Between Buildings - No dwelling shall be closer than six (6) feet to any other building on the same lot.
 - f. Detached Accessory Buildings - Shall conform to front and side yard requirements for main buildings and shall be at least seven (7) feet from rear lot line. (See the following sections entitled “Yard Deviations” and Projection into yards is prohibited, except as herein enumerated.”
3. Yard Deviations (See yard definition for measure requirements):

- a. Side Yards -- On any lot where a garage or carport is not attached to the main building, one side yard must measure no less than nine (9) feet to provide vehicular access to rear parking.
- 4. Projection into yards is prohibited, except as herein enumerated:
 - a. All Yards:
 - i. Cornices, eaves, coolers, open balconies, open fire escapes, stairways, or fire towers may project not more than five (5) feet into any minimum yard, provided such projection shall be no closer than two (2) feet from any property line.
 - ii. Sills, leaders, belt courses and similar ornamental and chimneys may project not more than two (2) feet into any minimum yard or court.
 - b. Front Yard:
 - i. A bay window, oriel, entrance or vestibule, which is not more than ten (10) feet in width, may project not more than three (3) feet into any minimum front yard.
 - ii. An attached open porch, carport, or balcony may project not more than six (6) feet into any minimum front yard.
 - c. Rear Yard:
 - i. A bay window, oriel, entrance or vestibule, which is not more than ten (10) feet in width, may project not more than three (3) feet into any minimum rear yard.
 - ii. An attached open porch, carport, or balcony may project not more than (10) feet into any minimum rear yard, provided no such projection shall be less than eight (8) feet from any common rear property line.
- 5. Building Height: Unless otherwise stipulated in the individual zoning district, a Use Permit shall be required for any building exceeding three (3) stories or thirty (30) feet in height.
- 6. Maximum Density: The maximum density within single-family detached residential subdivisions shall not exceed 6.6 dwelling units per gross acre, except as otherwise enumerated herein.

B. DENSITY DISTRICT REQUIREMENTS

- 1. D6 -- 6.6 Dwelling Units Per Acre
 - a. Minimum Lot Area -- Six thousand (6,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- Forty-four (44) feet.
 - c. Minimum Lot Depth -- Sixty (60) feet.

- d. Maximum Building Coverage -- Fifty percent (50%) of gross lot area.
 - e. Maximum Impervious Surface Coverage -- Sixty-five percent (65%) of gross lot area
- 2. D8 -- Five Dwelling Units Per Acre
 - a. Minimum Lot Area -- Eight thousand (8,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- Forty-eight (48) feet.
 - c. Minimum Lot Depth -- Eighty (80) feet.
 - d. Maximum Building Coverage -- Forty-five percent (45%) of gross lot area.
 - e. Maximum Impervious Surface Coverage -- Sixty percent (60%) of gross lot area.
- 3. D10 -- Four Dwelling Units Per Acre
 - a. Minimum Lot Area -- Ten thousand (10,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- Fifty-two (52) feet.
 - c. Minimum Lot Depth -- One hundred (100) feet
 - d. Maximum Building Coverage -- Forty percent (40%) of gross lot area.
 - e. Maximum Impervious Surface Coverage -- Fifty-five percent (55%) of gross lot area.
- 4. D12 -- 3.3 Dwelling Units Per Acre
 - a. Minimum Lot Area -- Twelve thousand (12,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- Fifty-six (56) feet.
 - c. Minimum Lot Depth -- One hundred (100) feet
 - d. Maximum Building Coverage -- Thirty-five percent (35%) of gross lot area.
 - e. Maximum Impervious Surface Coverage -- Fifty percent (50%) of gross lot area.
- 5. D18 -- 2.2 Dwelling Units Per Acre
 - a. Minimum Lot Area -- Eighteen thousand (18,000) square feet.

- b. Minimum Lot Width at Front Setback Line -- Sixty-eight (68) feet.
 - c. Minimum Lot Depth -- One hundred (100) feet.
 - d. Maximum Building Coverage -- Thirty percent (30%) of gross lot are
 - e. Maximum Impervious Surface Coverage -- Forty percent (40%) of gross lot area.
6. D20 -- Two Dwelling Units Per Acre
- a. Minimum Lot Area -- Twenty thousand (20,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- Seventy-two (72) feet.
 - c. Minimum Lot Depth -- One hundred twenty (120) feet.
 - d. Maximum Building Coverage -- Twenty-five percent (25%) of gross lot area.
 - e. Maximum Impervious Surface Coverage -- Thirty-five percent (35%) of gross lot area.
7. D40 -- One Dwelling unit Per Acre
- a. Minimum Lot Area -- Forty thousand (40,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- Ninety-two (92) feet.
 - c. Minimum Lot Depth -- One hundred eighty (180) feet.
 - d. Maximum Building Coverage -- Twenty percent (20%) of gross lot area.
 - e. Maximum Impervious Surface Coverage -- Twenty-five percent (25%) of gross lot area.
8. D70 -- .62 Dwelling Units Per Acre
- a. Minimum Lot Area -- Seventy thousand (70,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- One hundred forty-five (145) feet.
 - c. Minimum Lot Depth -- Two hundred forty-Two (242) feet.
 - d. Maximum Building Coverage -- Fifteen percent (15%) of gross lot area.

- e. Maximum Impervious Surface Coverage -- Twenty percent (20%) of gross lot area.

9. D175 -- .25 Dwelling Units/Acre

- a. Minimum Lot Area -- One hundred seventy-five thousand (175,000) square feet.
- b. Minimum Lot Width at Front Setback Line -- Two hundred thirty-four (234) feet.
- c. Minimum Lot Depth -- Three hundred ninety (390) feet.
- d. Maximum Building Coverage -- Eight and one-half percent (8 1/2%) of gross lot area.
- e. Maximum Impervious Surface Coverage -- Twelve percent (12%) of gross lot area.

SECTION 105

AMENDMENT PROCEDURES

SECTION 105.1

AUTHORITY

The Board of Supervisors may, from time to time (after receiving a report thereupon by the Planning and Zoning Commission and after public hearings as prescribed herein), amend, supplement, or change the zoning map and/or Zoning Ordinance regulations. Any such proposed change may be initiated by the Planning and Zoning Commission or by the application of property owners or an authorized agent of a property owner.

SECTION 105.2

APPLICATION

Application for amendment shall be filed with the Community Development Division on forms provided therefore and shall be accompanied by the appropriate non-refundable fees. Upon submittal of a rezoning or specific plan application and prior to a public hearing, notification will be sent to adjacent landowners and other potentially affected citizens of the substance of the application. The applicant is responsible for written contact of all property owners within the notification area and of affected neighborhood associations, and shall offer to hold a meeting, with a specified date, for review of the proposed request. The applicant shall provide written proof of contact and offer of meeting to the Community Development Division at least thirty days prior to the date of the public hearing by the Planning and Zoning Commission. The request shall not be set for public hearing without such written proof.

- A. An application to establish or change a zoning classification shall be initiated by a property owner, an agent authorized by the owner. Proof of ownership of the subject property or a notarized 'authorized agent' form shall be required.
- B. An application to change regulations of this Zoning Ordinance which are initiated by the Gila County Planning and Zoning Commission or Gila County staff shall not require the fee.
- C. A complete application form may require:

1. A detailed narrative justifying the application.
2. A legal description of the subject property.
3. A map showing the particular property or properties for which the change of zone is requested and substantially the adjoining properties and the public streets and ways within a radius of three hundred (300) feet of the exterior boundaries.
4. A true statement revealing any restrictions of record that would affect the requested uses of the property and the applicable dates of expiration.
5. A preliminary site plan, depicting the proposed development or land use which is intended with the proposed amendment.
6. The Zoning Inspector shall determine requirements and may request other property information as he deems necessary to evaluate the proposed changes in land uses. Other information could include title reports, records of survey, easements establishing and depicting rights of use, existing topographic maps and similar.

SECTION 105.3

PLANNING AND ZONING COMMISSION ACTION

Upon receipt of any proposed amendment, the same shall be submitted to the Planning and Zoning Commission for a report. Prior to reporting to the Board of Supervisors, the Planning and Zoning Commission shall hold at least one public hearing thereon, after giving at least fifteen (15) days' notice thereof by publication at least once in a newspaper of general circulation in the County seat, by posting the area included in any proposed Zoning Map change and by noticing property owners according to state law requirements. It shall not be the responsibility of the Board of Supervisors to maintain such posting once erected.

- A. Prior to publishing and posting a petitioned Zoning Map change the Planning and Zoning Commission may, on its own motion, delimit the extent and boundaries of such area so as to constitute a reasonable zone.
- B. Should the Planning and Zoning Commission initiate a proposed zoning amendment at the request of a person or persons, notice of such proposed change shall not be processed until the required filing fee has been paid.
- C. In the event an application is denied by the Planning and Zoning Commission and/or Board of Supervisors, the Planning and Zoning Commission shall reserve the right of refusal to consider a similar application within a year of the date of application.
- D. Failure of the Planning and Zoning Commission to report to the Board of Supervisors within sixty (60) days after date of application shall be deemed to be approval.

SECTION 105.4

BOARD OF SUPERVISORS' ACTION

Upon receipt of the Planning and Zoning Commission's recommendation, the Board of Supervisors may hold at least one public hearing within a reasonable time after first noticing in the same manner as is required of the Planning and Zoning Commission, and may thereupon take appropriate action.

- A. If twenty percent (20%) or more of the owners of property by area and number within the zoning

area file a protest to such change, the change shall not be made except by unanimous vote.

SECTION 106

BOARD OF ADJUSTMENT

SECTION 106.1

BOARD STRUCTURE AND PROCEDURE

- A. There shall be one or more boards of adjustment in each county. The Board of Supervisors may establish one board of adjustment that has jurisdiction countywide and that is composed of one member who is a resident of each supervisorial district or one board of adjustment in each supervisorial district that has jurisdiction in that supervisorial district and that is composed of not less than three nor more than five members, each of whom is a resident of that supervisorial district.
- B. The members of each Board of Adjustment shall be appointed for staggered terms of four years each.

SECTION 106.2

POWERS AND DUTIES

- A. The Board of Adjustment may:
 - 1. Interpret this Zoning Ordinance if the meaning of any word, phrase or section is in doubt, if there is dispute between the appellant and enforcing officer or if the location of a district boundary is in doubt.
 - 2. Allow a variance from the terms of the Zoning Ordinance if, owing to peculiar conditions, a strict interpretation would work an unnecessary hardship and if in granting the variance the general intent and purposes of this Zoning Ordinance will be preserved.
 - 3. Any decision of the Board of Adjustment may be appealed to the Board of Supervisors.

SECTION 106.3

HEARING APPLICATIONS

A hearing application shall be filed in the office of the Zoning Inspector on forms provided therefor, together with any fee and/or charge as provided herein, none of which is refundable. Such application, together with any pertinent records, shall forthwith be transmitted to the Board of Adjustment, and shall be available for inspection during office hours.

SECTION 106.4

APPEALS

- A. Appeals to the Board of Adjustment may be taken by any person who feels that there is error or doubt in the interpretation of the Zoning Ordinance or that, due to unusual circumstances attaching to his property, an unnecessary hardship is being inflicted on him.
- B. The appeal shall state whether it is a plea for interpretation or for a variance, along with the grounds for the appeal.

- C. Any person aggrieved by a decision of the Board of Adjustment shall have the right, within thirty (30) days, to appeal to the Superior Court. The appeal shall be based on the record before the Board of Adjustment.

SECTION 106.5

HEARING AND RULINGS

- A. A hearing shall be held by the Board of Adjustment within a reasonable time after filing of an application, after first causing notice to be given to parties of interest and the public, by posting the property of application, if a property is involved, and publishing once in a newspaper of general circulation in the County at least seven days prior to the hearing. It shall not be the responsibility of the Board of Adjustment or its agents to maintain the posting once erected.
- B. Rulings shall be rendered by the Board on any application not later than thirty (30) days after initial hearing on same, unless an extension is concurred in by the applicant.
 - 1. In approving an application, in all or in part, the Board may designate such conditions in connection therewith as will, in its opinion, secure substantially the objectives of these Zoning Ordinance regulations, and may require guarantees in such a form as it deems proper under the circumstances to insure that such conditions be complied with. Where any such conditions are violated or not complied with, the approval shall cease to exist, and the Inspector shall act accordingly.
 - 2. The granting by the Board of permission to proceed on a specific development scheme or of a permit for a construction variance shall be contingent upon permits being obtained and work commencing within six months and being diligently pursued. Failure of such shall void the ruling unless a longer time has been granted by the Board.

SECTION 107

ENFORCEMENT

SECTION 107.1

ESTABLISHMENT OF THE POSITION OF COUNTY ZONING INSPECTORS

- A. For the purpose of the enforcement of this Zoning Ordinance within the zoned area of Gila County, the position of Zoning Inspector is hereby established.
 - 1. The Zoning Inspector of the Gila County Community Development Division is hereby designated Zoning Inspector.
 - 2. The Board of Supervisors may also designate such Deputy Zoning Inspectors as it deems necessary for the proper administration and enforcement of this Zoning Ordinance.
 - 3. From and after the establishment and filling of this position, it shall be unlawful to erect, construct, reconstruct, alter or use any building or other structure within a zoning district covered by this Zoning Ordinance without first obtaining a building permit. Inspectors shall recognize the limitations placed on their authority and the exceptions to zoning and

permitting regulations imposed by Arizona Revised Statutes Chapter 6, Article 2, § 11-815.

SECTION 107.2

VIOLATIONS

It is unlawful to erect, construct, reconstruct, alter, maintain, or use any structure or land in violation of any provision of this Zoning Ordinance, and any such violation constitutes a public nuisance.

- A. **Criminal Penalties:** Any person, firm or corporation, whether as principal, owner, agent, tenant, employee or otherwise, who violates any provision of this Zoning Ordinance or violates or fails to comply with any order or regulation made hereunder is guilty of a Class 2 Misdemeanor pursuant to A.R.S. § 11-808. Each and every day during which the illegal activity, use or violation continues is a separate offense.
- B. **Civil Penalties:** Any person, firm or corporation, whether as principal, owner, agent, tenant, employee or otherwise, who violates any provisions of this Zoning Ordinance shall be subject to a civil penalty. Each day of a continuing violation is a separate violation for the purpose of imposing a separate penalty. The civil penalty for violations of this Zoning Ordinance shall be established by separate resolution of the Board of Supervisors, but shall not exceed the amount of the maximum fine for a Class 2 Misdemeanor. An alleged violator shall be entitled to an administrative hearing on his liability, and a review by the Board of Supervisors as provided in A.R.S. §11-808. Pursuant to that statutory Section, 107.2.A.B.C. the Board of Supervisors shall adopt written Rules of Procedures for such hearing and reviews.
- C. **Remedies:** An alleged violator who is served with Notice of Violation subject to civil penalty shall not be subject to a criminal prosecution for the same factual situation. However, all other remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or improvements nor prevent the enforcement, correction or removal thereof. In addition to the other remedies provided in this article, the Board of Supervisors, the County Attorney, the Zoning Inspector, or any adjacent or neighboring property owner who shall be damaged by the violation of any provision of this Zoning Ordinance, may institute, in addition to the other remedies provided by law, injunction, mandamus, abatement or any other appropriate action, proceeding or proceedings to prevent or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

SECTION 107.3

LEGAL PROCEDURE

- A. The Zoning Inspector shall enforce the provisions of this Zoning Ordinance by means of the following:
 - 1. Notification to the offending party of the nature and extent of the violation, together with a request for abatement of the violation within a stated period of time;

2. the withholding of a building permit; and
 3. the initiation of criminal proceedings or the initiation of civil proceedings.
- B. It shall be the duty of the Sheriff and County Attorney to join with the Zoning Inspector and Board of Supervisors or their legal representative in the enforcement of this Zoning Ordinance and all of the provisions of same.
- C. Any use of property or erection, building, or maintenance of a building, structure, or improvement which is contrary to the provisions of this Zoning Ordinance shall be, and the same is hereby declared, unlawful and a public nuisance, and the County Attorney shall, upon request of the Zoning Inspector, order of the Board of Supervisors, or his or her own initiative, commence all necessary actions or proceedings for the abatement, enjoinder, and removal thereof in the manner provided by law.

SECTION 107.4

INSPECTION

The Zoning Inspector or any Deputy Zoning Inspector, or any other enforcement officer may, in the discharge of his or her duties as stated herein, and for good or probable cause, enter any premises, building, or structure at any reasonable hour to inspect the same in connection with any application made under the terms of this Zoning Ordinance, or for any investigation or inspection as to whether or not any portion of such premise, building or structure is being used in violation of this Zoning Ordinance. In all cases in which permission to inspect has been refused, the owner or occupant of any premises sought to be inspected shall be given written notice personally or by registered mail at least twenty-four (24) hours before such inspection takes place. Every person who denies, prevents, or obstructs access to such premises after receipt of such written notice, or so attempts, shall be considered guilty of misdemeanor.

SECTION 108

BUILDING PERMITS

- A. Application for building permits shall be made in the office of Building Safety, Gila County Community Development Division. See the Gila County Building Code Ordinance for specific regulations and procedures that apply.
1. A Building Permit shall not be issued unless the application for development approval complies with the provisions of this Zoning Ordinance and other applicable Gila County regulations
 2. No Building Permits shall be issued in a new subdivision until the Board of Supervisors has approved the Final Plat and accepted improvements.

SECTION 109

REPEAL OF INCONSISTENT PROVISIONS

All zoning ordinances and portions of zoning ordinances of Gila County in conflict herewith are hereby expressly repealed.

SECTION 110

SEVERABILITY

This Zoning Ordinance and the various parts hereof are hereby declared to be severable. If any article, section, subsection, sentence, clause, phrase or word is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this Zoning Ordinance.

PASSED AND ADOPTED this 18th day of August 2014.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

APPROVED AS TO FORM:

Bryan Chambers
Deputy Attorney Principal



ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA COUNTY, ARIZONA

ORDINANCE NO. 2014-02

AN ORDINANCE TO AMEND AND REPLACE THE ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA COUNTY, ARIZONA AND ANY SUBSEQUENT ORDINANCES THAT WERE ADOPTED BY THE BOARD OF SUPERVISORS WHICH MODIFIED PORTIONS OF THE ORDINANCE SUCH AS ZONING MAPS AND RULES AND REGULATIONS

WHEREAS, in accordance with the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and upon recommendation of the Planning and Zoning Commission, the Board of Supervisors may amend, supplement or change the regulations set forth in the zoning code; and

WHEREAS, revisions have been made to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, to include the reorganization of Sections 101, 102, 103, and 105; the text of Sections 101, 102, 103, 104, 105, and 108; and the overall formatting of the document; and

WHEREAS, on June 17, 2014, a public hearing was held by the Planning and Zoning Commission to review and obtain public comment regarding the proposed changes to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, as required by the Zoning Code; and

WHEREAS, the Planning and Zoning Commission has recommended that the Board of Supervisors adopt this Ordinance as amended; and,

WHEREAS, the Board of Supervisors has properly noticed this Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and conducted a public hearing in compliance with A.R.S. §11-251-05(C).

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors adopts as amended the Zoning Ordinance of Unincorporated Areas of Gila County, Arizona, which will go into effect 30 days after Board of Supervisors' approval:

ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA COUNTY, ARIZONA

SECTION 101

~~FOR THE UNINCORPORATED AREAS OF GILA COUNTY, ARIZONA, as provided under Arizona Sessions Laws: Nineteenth Legislature Regular Sessions, Chapter 58, House Bill 35; Twenty-Second Legislature, Second Regular Sessions, Chapter 111, House Bill No. 13, relating to County~~

~~Planning and Zoning, providing for a Zoning Inspector and Boards of Adjustment and Appeals, prescribing their powers and duties; establishing official plans or portions thereof, and prescribing the manner of amending thereto; establishing use and density districts; providing for enforcement and appeals; and making certain acts misdemeanors.~~

This Zoning Ordinance is adopted for the unincorporated areas of Gila County pursuant to the authority granted to Counties in Title 11, Title 41 and Title 48, of the Arizona Revised Statutes.

SECTION 101.1

PURPOSE AND INTENT

In order to conserve and promote the public health, safety and general welfare by guiding and accomplishing a coordinated, adjusted and harmonious County development and future growth, there is hereby adopted, as part of a comprehensive long-term plan, an official zoning ordinance, together with zoning maps, rules and regulations for Gila County, Arizona shall hereafter be known collectively as the “GILA COUNTY ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA COUNTY, ARIZONA.”

In the interpretation and application, the provisions of this Zoning Ordinance, unless otherwise provided, shall be held to be minimum requirements designed to lessen congestion in the neighborhood; to secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population in certain areas; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and to maintain stable values of land and buildings.

SECTION 101.2

ADMINISTRATIVE RESPONSIBILITIES

The purpose of this section is to set forth the powers, duties and organization of the offices responsible for the administration of this Zoning Ordinance.

A. BOARD OF SUPERVISORS

The Board of Supervisors shall have the following duties in the administration of the provisions of this Zoning Ordinance:

1. Hear, review, and adopt amendments to the text of this Zoning Ordinance after a recommendation is provided by the Planning and Zoning Commission.
2. Hear, review, and adopt amendments to the zoning districts and the zoning map after a recommendation is provided by the Planning and Zoning Commission.
3. Hear, review, and consider appeals from decisions of the Planning and Zoning Commission or Zoning Inspector.
4. Hear, review, and approve preliminary, final, and small subdivision plats after a recommendation is provided by the Planning and Zoning Commission.
5. Take other actions deemed necessary or desirable to implement the provisions of these regulations, the Land Use and Resource Policy Plan, and the Comprehensive Master Plan.

B. PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission shall primarily serve as an advisory body to the Board of Supervisors to direct the growth and physical development of the private unincorporated areas of Gila County in a sound and orderly manner for the prosperity, health, safety, and welfare of the citizens. The membership and meetings shall be as provided in Title 11-802 of the Arizona Revised Statutes.

The Planning and Zoning Commission shall have the following duties in the administration of the provisions of this Zoning Ordinance:

1. Hold public hearings when necessary and make recommendations to the Board of Supervisors on all matters concerning or related to the creation of zoning districts and boundaries, the appropriate regulations to be enforced therein, the amendment of this Zoning Ordinance, and any other matter within the scope of the zoning power.
2. Hear, review, and make recommendations to the Board of Supervisors regarding applications for amendments to the Comprehensive Master Plan and other planning documents.
3. Serve as an advisory body to the Board of Supervisors, and furnish to the Board of Supervisors, through its assistants, the facts concerning the adoption of any report or recommendation.
4. Initiate, hear, and review amendments to the zoning map in accordance with the provision of this Zoning Ordinance.
5. Initiate, hear and review amendments to the text of this Zoning Ordinance.
6. Make investigations, maps, reports and recommendations in regard to the physical development of the unincorporated areas of Gila County.
7. Review and adopt a Comprehensive Master Plan for the unincorporated areas of Gila County and recommend to the Board of Supervisors any amendments or adoption of said document.
8. Hear, review and make recommendations to the Board of Supervisors regarding preliminary, small and final subdivision plats in accordance with rules and procedures of the subdivision regulations.
9. Hear, review, determine compatibility requirements and make the decision regarding all Conditional Use Permit applications.
10. Hear, review and make recommendations to the Board of Supervisors regarding the Land Use Resource Policy Plan.

C. BOARD OF ADJUSTMENT

The Board of Adjustment shall be established to have meetings and make decisions as provided in Title 11-816 of the Arizona Revised Statutes and subsequent amendments to those statutes.

The Board of Adjustment shall have the following duties in the administration of the provisions of this Zoning Ordinance:

1. Interpret this Zoning Ordinance when the meaning of any word, phrase or section is in doubt; when there is a dispute between the appellant and enforcing officer; or when the location of a district boundary is in doubt.
2. Hear and decide appeals in which it is alleged that there is an error in a requirement or decision made by the Zoning Inspector in the enforcement of this Zoning Ordinance.
3. Hear and decide variances from the terms of this Zoning Ordinance because of special circumstances applicable to the property, including its size, shape, topography, location or surroundings where the strict application of the provisions of this Zoning Ordinance will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance granted is subject to such conditions as will assure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which property is located.
4. Issue a refund, if needed, of all or portions of the application filing fee if a decision of the Zoning Inspector is deemed in error or a requirement is substantially modified.
5. Designate conditions, if needed, that secure substantially the objectives of this Zoning Ordinance and require guarantees, if needed, in such a form as it deems proper to insure that such conditions are adhered. Where any such conditions are violated or not adhered, the approval shall cease to exist and the Zoning Inspector shall act accordingly.

The granting by the Board of Adjustment permission to proceed on a specific development scheme or of a permit for a construction variance shall be contingent upon permits being obtained and work commencing within six months and being diligently pursued. Failure of such shall void the ruling unless a longer time has been granted by the Board.

D. ZONING INSPECTOR

For the purpose of implementing and enforcing this Zoning Ordinance within the zoned areas of unincorporated Gila County, the position of County Zoning Inspector is established. The Director of the Gila County Community Development Division is designated as the Zoning Inspector. The Zoning Inspector may designate a Deputy Zoning Inspector.

The Zoning Inspector shall have the following duties in the administration of the provisions of this Zoning Ordinance:

1. Serve as the planning agency and administer all planning, zoning, lighting, subdivision and land use regulations as provided in this Zoning Ordinance.
2. Interpret and administer the Comprehensive Master Plan and the related policies established by the Board of Supervisors.

3. Establish forms and processes for the administration and review of map amendments, Conditional Use Permits, variances, minor land divisions, subdivision plats, text amendments and appeals.
4. Conduct pre-application conferences prior to the submission of applications for map amendments, Conditional Use Permits, variances, subdivision plats, text amendments, and appeals.
5. Review and consider requests for a Use Permit or an Administrative Variance.
6. Accept, review, and make recommendations regarding map amendments, Conditional Use Permits, variances, subdivision plats, text amendments, and appeals.
7. Provide assistance with the Land Use and Resource Policy Plan.
8. Provide assistance to facilitate all public hearing requirements necessary under the provisions of these regulations.
9. Provide assistance to the Board of Supervisors, the Planning and Zoning Commission, and the Board of Adjustment in the execution of their responsibilities under this Zoning Ordinance.

E. DESIGN REVIEW COMMITTEE

The Board of Supervisors adopted Resolution No. 08-12-01, which amended the Zoning Ordinance to add a section to the Zoning Ordinance which addresses regional design review guidelines. Those guidelines included the creation of a Design Review Committee, which is known as the Highway 60-70 Regional Design Review Committee (Committee). The Committee shall serve as an advisory committee to the Planning and Zoning administrators (or equivalent) of the governmental agencies involved.

1. Committee Membership:
 - a. Each governmental agency will appoint three members to serve on the Committee. At least one of the three members should be from property owners within the overlay district. All members should be appointed to four-year terms. At the time of initial appointment, the Board of Supervisors shall appoint one member for two years, one member for three years, and one member for four years; thereafter, all appointments shall be for a four-year term of office.
 - b. The Committee shall elect a Chairman and a Vice-Chairman to serve one-year terms to coordinate meetings and ensure that the Committee's proceedings are in compliance with Arizona Open Meeting laws. Their responsibilities shall include preparation and publication of the notices of the meetings, meeting agenda, and the minutes of the meetings.

- c. Non-voting/advisory membership may be extended to a representative of other governmental agencies for the purpose of consultation at the discretion of the Committee, for example, the Arizona Department of Transportation.

Upon receiving design packets from the property owners, the staff of the governmental agency having jurisdiction will transmit those packets to the Committee.

The Committee shall meet within 15 days of receipt of a design packet and prepare a written recommendation to the staff of the governmental agency having jurisdiction. If a written recommendation is not received within 30 days from the date of transmittal described above, the governmental agency having jurisdiction will assume the packet is approved with no recommendation from the Committee.

SECTION 101.3 APPLICATION PROCEDURES

The purpose of this section is to provide for the orderly processing of land use and zoning applications according to the administrative offices and duties cited in Section 101 of this Zoning Ordinance.

The development review procedures set forth in this section establish the standards for review and approval of all proposed development of unincorporated private properties in Gila County, except properties that have requested and remain unzoned and properties unzoned because of irregular mining claim uses.

The Board of Supervisors, subject to a properly noticed public hearing, may adopt by resolution such fees and charges as it deems reasonable for the processing of applications for zoning, variances, and other procedures as herein provided.

A. ADMINISTRATIVE VARIANCE

1. When compliance with the minimum building setback regulations would cause extreme hardship due to conditions of extreme topography, unnecessary destruction of vegetation, ~~close proximity to water ways, substandard size, or irregular shape and minimal impacts to adjoining property uses,~~ the ~~Director~~ Zoning Inspector may grant a variance not to exceed fifty percent (50%) of the minimum required yard; however, under no circumstances shall there be a yard of less than ~~five (5)~~ three (3) feet.
2. Application Requirements
 - a. An application for an Administrative Variance shall be filed with the Gila County Community Development Division on forms provided for that purpose.
 - b. An application for an Administrative Variance shall only be initiated by a property owner, an agent authorized by the owner or a person having a written contractual interest in the affected property. Proof of ownership of the subject property or a notarized 'authorized agent' form shall be required.

- c. A complete application form may require a site plan, depicting the special circumstance or location of the deviation from district standards.
- d. The application shall be accompanied by the payment of the appropriate non-refundable fee per the schedule of such charges as adopted by the Board of Supervisors.

3. Review

The ~~Community Development Director~~ **Zoning Inspector** or his designated representative shall inspect the property to determine the circumstances and shall approve or deny the variance based on his findings and shall set forth his findings and recommendations on a form provided for that purpose.

4. Decision

Notice of the decision of the ~~Director~~ **Zoning Inspector** shall be sent by United States Certified Mail to the applicant and the owners of record, according to the official assessment rolls of the Gila County Assessor ~~or~~ **and** all adjacent properties.

5. Appeals

Appeals of the decision of the ~~Director~~ **Zoning Inspector** may be made to the Board of Adjustment and must be filed in writing with the **Community Development office Division** within fifteen (15) **working** days following the date of mailing of the notice of decision.

The decision of the ~~Director~~ **Zoning Inspector** shall become effective at the expiration of the fifteen (15) **calendar** day appeal period, provided that no appeals have been filed.

B. CITIZEN PARTICIPATION PLAN

1. Purpose

The purpose of the Citizen Participation Plan is to:

- a. Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the neighborhood and community.
- b. Ensure that the citizens and property owners of Gila County have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process.
- c. Facilitate ongoing communications between the applicant, interested citizens, property owners, Gila County staff and elected officials throughout the application review process.

- d. The Citizen Participation Plan is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision-making.

2. Applicability

The following applications shall require a Citizen Participation Plan:

- a. Applications to amend the zoning classifications and the zoning maps in the unincorporated private properties of Gila County.
- b. Applications for a Conditional Use Permit or a subdivision in the unincorporated private properties of Gila County.

Note: Applications for the subdivision process which have received an approved rezoning of the property within the past 12 months, and prepared a Citizen Participation Plan and Citizen Participation Report, and the proposed subdivision is in substantial compliance with the site plan submitted for the rezoning process shall not be required to submit another plan.

Note: Applications for a Conditional Use Permit for single family residential developments shall not require a Citizen Participation Plan.

- c. Applications for a variance from the zoning regulations in the unincorporated private properties of Gila County.

Note: Applications for a variance on a single family residential property shall not require a Citizen Participation Plan.

3. Notification Area

The level of citizen interest and area of involvement will vary depending on the nature of the application and the location of the site. The neighboring properties for early notification are determined after consultation with the Community Development Division. At a minimum, the neighboring properties shall include the following:

- a. Property owners within the 300' radius of the subject site.
- b. The head of any homeowner's association or registered neighborhood within the 300' radius of the subject site.

4. Staff Assistance

To assist citizens with the neighborhood maps and property owner information, after the pre-application meeting where the applicable review process and procedures are explained, Community Development Division staff will:

- a. Prepare a map of the subject site with the 300' radius from the property boundaries that identifies the notification area and the neighboring properties.

- b. Prepare a list of the property owners, and their mailing addresses, that are part of the 300' notification area.
- c. Prepare an example 'neighborhood' meeting letter for the applicant.
- d. Provide the map, list and example letter in 10 working days.

5. Applicant's Responsibilities

- a. The applicant shall invite and meet with his neighbors, being the property owners in the notification area, at a specific time and place, convenient for assembly and often the subject site, to discuss his proposed request.
- b. The applicant shall provide the Community Development Division with a copy of the neighborhood invitation letter, a 'sign in' list of attendees, all invitations returned by the U.S. Post Office, and a list of concerns that were expressed at the meeting or through mail or email.

C. CONDITIONAL USES AND CONDITIONAL USE PERMITS

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.

1. Application Requirements

- a. The applicant shall submit a Conditional Use Permit application in the form of a narrative description of the proposed use on a form provided by the ~~Planning Department~~ **Community Development Division** for that purpose and the application shall be accompanied by the appropriate non-refundable fee per the schedule of such charges as adopted by the Board of Supervisors.
- b. An application for a Conditional Use Permit shall be initiated only by a property owner, or an agent authorized by the property owner. Proof of ownership of the subject property or a notarized 'authorized agent' form shall be required.
- c. Accompanying the application, the applicant shall submit a reproducible site plan on sheets not to exceed 24" by 36," at a scale not to exceed 100 feet per inch. The site plan shall contain, at a minimum, the following information:
 - i. The location and boundaries of the property.
 - ii. Scale and north arrow.
 - iii. The location of all existing and proposed improvements, provisions for onsite parking, internal or external access.
 - iv. Such other information as the ~~Director~~ **Zoning Inspector** may deem necessary.

2. Hearing

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

3. Decision

- a. The Planning and Zoning Commission may either deny the application, ~~recommend its approval subject to qualifying conditions~~ **accept the recommendation of staff, modify the recommendation of staff, or return it to staff send the application back to the staff for further study** prior to a rehearing.
- b. ~~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.~~
- c. ~~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.~~
- d. ~~Upon the final approval of the Board, a Conditional Use Permit shall be issued by the Department setting forth all qualifying conditions.~~
- e. **A Conditional Use Permit (CUP) shall be issued by the Community Development Division setting forth all qualifying conditions, when the Planning and Zoning Commission approves a CUP application.**

4. Appeal

Appeals of the decision and conditions of the Planning and Zoning Commission may be made to the Board of Supervisors and must be filed in writing with the Community Development Division within thirty (30) days following the date of the decision. A non-refundable application fee set by the Board of Supervisors is required.

5. Special Uses – Medical Marijuana

Medical Marijuana Dispensary/Cultivation and Medical Marijuana Dispensary Offsite Cultivation Location as defined in Section 102 of this Zoning Ordinance, subject to all rules adopted by the Arizona Department of Health Services and to the following conditions:

- a. Medical Marijuana Dispensaries or Medical Marijuana Offsite Cultivation Locations shall not be located within 35 miles of any other medical marijuana dispensary or medical marijuana offsite cultivation location.
- b. Medical Dispensaries and Medical Marijuana Offsite Cultivation Locations shall not be located within 1,500 feet of:
 - i. A church; or,

- ii. A public or private elementary or secondary school; or,
 - iii. A public or private day care center, preschool, nursery, kindergarten, or similar use; or,
 - iv. A public park, playground, or public recreational facility; or,
 - v. School bus stop, Library, Substance Abuse Treatment Facilities,
 - vi. An adult oriented business.
- c. Medical Marijuana Dispensaries shall be located only within the M1 Zoning Districts.
- d. Drive-thru facilities shall not be permitted with any dispensary.
- e. Dispensaries shall not permit the consumption of marijuana in any form on the premises or parcel of land.
- f. Medical Marijuana Dispensaries with cultivation and off-site cultivation shall only be permitted in M1 Zoning Districts.
- g. For purposes of this Conditional Use Permit, the notification area for the application shall be 1,500 feet.
- h. For purposes of measuring separation distances required in this section, the measurements shall be taken in a straight line from the closest exterior walls of any affected structures without regard to intervening structures or objects or political boundaries.
- i. Medical Marijuana Dispensaries shall be open to the public only from 8:00 AM to 5:00 PM daily, Monday through Friday.
- j. A Medical Marijuana Dispensary or a Medical Marijuana Offsite Cultivation Location facility lawfully operating is not rendered in violation of these provisions by the subsequent location of a church, public or private elementary or secondary school, a kindergarten or preschool or similar use, a park or playground, or an adult oriented business within 1,500 feet of the Medical Marijuana Dispensary or Medical Marijuana Offsite Cultivation Location.
- k. Applicant shall provide a copy of registration approved by Department of Health Services prior to opening for business.
- l. A Medical Marijuana Dispensary must be located in a site built structure and not a manufactured home or RV.
- m. A Conditional Use Permit (CUP) is valid for one year and then must be renewed. Any CUP may be revoked for failure to comply with all conditions.
- n. No person under 18 years of age is permitted within these facilities without an adult-guardian with a registration card from the Department of Health Services.
- o. This provision shall not be construed as permitting any use or act which is otherwise prohibited or made punishable by law.

- p. Cultivation for a medical marijuana qualified patient and designated caregiver as defined in Section 102 of the Zoning Ordinance is subject to all rules adopted by the Arizona Department of Health Services and to the following conditions:
 - i. For purposes of this Conditional Use Permit the notification area for the application shall be 1,500 feet.
 - ii. A Conditional Use Permit is valid for one year and then must be renewed.
 - iii. Any Conditional Use Permit may be revoked for failure to comply with all conditions.
 - iv. The Qualifying patient and designated caregiver cultivation location must be accessory to the primary use of residential, must not be detectable from the exterior of the property in which the cultivation takes place.
 - v. Medical marijuana cultivation as an accessory use to the qualifying patient's or caregiver primary residence shall only be permitted if the residence is located at least 25 miles distant from a Medical Marijuana Dispensary and in full compliance with regulations as established by the Department of Health Services for medical marijuana.

D. USE PERMITS

~~Unless otherwise provided herein, the Planning Director may issue a Use Permit subject to the following procedure:~~

Use Permits are issued by the Zoning Inspector for the development or use of any property which is subject to a Use Permit. Such permit shall set forth by incorporation or reference all stipulations and limitations of the use of said property, as well as the time period for which such permit shall be issued. Use Permits are different from Conditional Use Permits (CUPs) because CUPs are for more intense uses that require public hearings. See the Residential Use Tables in the Appendix for specific district uses.

1. Application Requirements

- a. The applicant shall submit a Use Permit Application on a form provided for that purpose.
- b. Accompanying the application, the applicant shall provide a site plan setting forth the location of the proposed use.
 - i. The site plan shall be prepared on 8.5" x 11" or 11" x 17" sheet or sheets not to exceed 24" X 36".
 - ii. The plan shall be drawn to a scale not to exceed one hundred (100) feet per inch and shall set forth, at a minimum, the following information:
 - a) The boundaries of the subject property.
 - b) A legal description.
 - c) The location of existing and proposed improvements.
 - d) Such other information as the ~~Director~~ Zoning Inspector may deem necessary.

- iii. Upon submitting the application, the applicant shall pay the appropriate nonrefundable fee.

2. Review ~~Hearing~~

- a. Upon receipt of the application, site plan and fee, the ~~Director~~ **Zoning Inspector** or his designee shall:
 - i. Set a date for an administrative hearing not later than twenty-one (21) days following receipt of same.
 - ii. ~~The Director shall~~ Notify all adjoining property owners of the purpose of the application and the date, time and location of the administrative hearing.
 - iii. ~~The Director or his designated hearing officer shall~~ Make a record of all testimony in favor or against the application at the administrative hearing.

3. Decision

The ~~Director~~ **Zoning Inspector** shall notify the applicant in writing no later than ~~ten (10)~~ **fifteen (15)** working days after the administrative hearing of his decision to approve or deny the application, fully stating the reasons for denial or any stipulations or limitations regarding approval.

4. Appeals

The applicant may appeal the denial of an application or **appeal the conditions required for the use** by filing a form of appeal with the Board of Adjustment within ~~twenty (20)~~ **fifteen (15)** working days following the issuance or denial **of a permit**.

E. TEMPORARY USE PERMITS

1. **The purpose of a Temporary Use Permit is to permit one-time or short time use of land for a special event or an interim use. Application for a Temporary Use Permit shall be made on a form provided for such purpose by the Community Development Division and the appropriate non-refundable fee shall be paid. An expiration date will be provided when each temporary use permit is issued.**
2. Temporary uses may be granted in all zoning districts subject to conditions, which shall consider the intent and purpose of the particular zoning district and minimize adverse impact on the neighborhood.
3. All temporary uses shall be subject to a Temporary Use Permit that shall be issued by the ~~Director~~ **Zoning Inspector** or ~~the Planning and Zoning Commission~~ **his designated representative** subject to the provisions of ~~Section 103.10~~ **this** section. ~~Any proposed Temporary Use on property owned or directly controlled by Gila County shall be subject to a Temporary Use Permit issued by the Gila County Board of Supervisors.~~
4. **Application Requirements**

- a. Application for a Temporary Use Permit shall include a written authorization of the owner of the property on which the temporary use is proposed and setting forth any specific conditions placed by the property owner on the proposed use, which conditions shall be incorporated into the Temporary Use Permit.
- b. The owner of the property on which the Temporary Use Permit is granted shall be a co-applicant for the permit, and shall be held responsible for the conformance of the use to the conditions set forth in the Temporary Use Permit and for the restoration of the property to its original condition following the termination of the use.
- c. If deemed necessary by the ~~Director~~ **Zoning Inspector** or the Planning and Zoning Commission due to the nature of the use, the applicant may be required to provide for private security, post bond or provide proof of insurance and shall indemnify Gila County against any claims arising from permitted uses.
- d. **Any Temporary Use Permit may be revoked without notice, if the Zoning Inspector determines that conditions have been violated or that the use is causing a nuisance.**
- e. The Planning and Zoning Commission may extend the time limits or modify the limitations of Temporary Use Permits by conditional use in accordance with the provisions of Section ~~3-12~~ **101.3(C)**, Conditional Use Permits.

5. Performance Standards

Approval of a Temporary Use Permit application shall require compliance with the following performance standards, along with any further conditions deemed necessary by the ~~Director~~ **Zoning Inspector** in order to reduce possible detrimental effects to surrounding properties and to protect the public health, safety and welfare:

- a. Noise shall not be generated by any use to the point of disturbing the peace, quiet and comfort of neighboring properties.
- b. Adequate on-site parking shall be provided.
- c. No permit shall be issued if the use at the proposed location is deemed to be potentially hazardous to the public. No use shall be permitted in a public right-of-way.
- d. Adequate sanitary facilities shall be provided for on-site; sanitary facilities shall conform to State and County Health Department requirements.
- e. Provision shall be made for the collection and disposal of all solid waste generated in conjunction with the proposed use.
- f. Lighting shall be limited to that necessary to conduct the proposed use safely and shall be shielded so that direct illumination shall be confined to the boundaries and site access. The operation of searchlights and similar lighting sources is prohibited.

- g. Any required County or State Health Department or Sheriff's Office permits or licenses must be obtained.

6. Uses Requiring a Temporary Use Permit

- a. Special events, having maximum duration of five days per event, including such activities as:
 - i. Transient amusement activities (such as carnivals, circuses, outdoor concerts).
 - ii. Tent revivals.
 - iii. Outdoor flea markets.
 - iv. Outdoor product shows.
 - v. Christmas tree sales lots.
 - vi. Contractor's offices and storage yards on the site of active construction projects.
 - vii. Mobile/**manufactured** homes or recreational vehicles for security purposes on the site of an active construction project, but not for a total of more than six months in any twelve month period.
 - viii. Roadside sales stands and temporary food sales stands, but not for a total of more than six months within any twelve-month period.
 - ix. Batch plants and crushing operations in conjunction with a specific construction project for a period not to exceed the duration of the project.
 - x. Other uses of a temporary nature similar to the above.

F. PRE-APPLICATION MEETING

Prior to application for any variance, appeal, amendment, Conditional Use Permit, Temporary Use Permit, Development Plan, Comprehensive Master Plan amendment, or any other review or permit process, a pre-application meeting with the Community Development Division staff is strongly encouraged. The review is free and often saves duplication of effort and avoids misunderstandings.

- 1. The purpose of the pre-application review is:
 - a. To familiarize the Community Development Division with the request.
 - b. To determine application requirements and familiarize the applicant with the review process and procedures.
 - c. To identify land use and development policies which may affect the outcome of the request.
 - d. To permit a cursory technical review at a conceptual stage to identify conflicts in objectives and to identify potential solutions for those conflicts.
 - e. To identify the requirements for citizen participation and familiarize the applicant with related issues.

G. PUBLIC HEARINGS



The Board of Supervisors, Planning and Zoning Commission and Board of Adjustment shall hold public hearings as required by Arizona Revised Statutes and this Zoning Ordinance.

1. Applicability

The following applications shall require a public hearing:

- a. Applications to amend the Comprehensive Master Plan for the unincorporated private properties of Gila County.
- b. Applications to amend the zoning classifications and the zoning maps in the unincorporated private properties of Gila County.
- c. Applications for a Conditional Use Permit in the unincorporated private properties of Gila County.
- d. Applications for a Variance from the requirements of the Zoning Ordinance in the unincorporated private properties of Gila County.

2. Noticing

- a. A public hearing shall be held by the Board of Supervisors, Planning and Zoning Commission or Board of Adjustment within a reasonable time after filing of an application, after first causing notice to be given to parties of interest and the public, by posting the property of application, if a property is involved, and publishing once in a newspaper of general circulation in accordance with State law.
- b. It shall not be the responsibility of the Board of Supervisors or its agents to maintain the posting once erected.

H. VARIANCE

The purpose of the variance procedure is to provide a means whereby the literal terms of this Zoning Ordinance need not be applied, where there are practical difficulties or unnecessary hardships so that the spirit of this Zoning Ordinance shall be observed, public safety and welfare secured, and substantial justice done.

1. Application Requirements

- a. An application for a variance shall be filed with the Community Development Division on forms provided.
- b. An application for a variance shall only be initiated by a property owner, an agent authorized by the owner. Proof of ownership of the subject property and/or a notarized 'authorized agent' form shall be required.

- c. A complete application form may require a site plan depicting the special circumstance or location of the deviation from district standards, a detailed description of the request or the specific grounds for an appeal of a Community Development Division decision.
- d. A map of the subject property and surrounding properties within 300' of the subject property boundaries shall be required. (Staff will assist with maps and property information, when a pre-application meeting is requested.)
- e. Two (2) sets of the site plan (8.5" x 11" or 11"x 17") drawn to scale and accuracy, commensurate with its purpose, shall be required. As a site plan is specific to a particular situation, the applicant shall confer with the Community Development Division to determine the information required. (i.e. locations of structures and buildings, building floor plans, elevations, parking areas and accesses, trees and vegetation, signage, drainages, etc.)
- f. The application shall be accompanied by payment of the appropriate fee on the schedule of such charges as adopted by the Board of Supervisors. When a variance request is for a deviation from district standards, fees are not refundable. When appeals are made of a Community Development Division decision, the Board of Adjustment shall have the discretion to refund all, a portion, or none of the application-filing fee.

2. Review

- a. An application for a variance shall be submitted to the Zoning Inspector and shall be reviewed by the Board of Adjustments within 30 calendar days of receipt of a completed application as determined by the Zoning Inspector.
- b. The Zoning Inspector shall submit the application and a written report to the Board of Adjustment with a recommendation on whether the variance should or should not be granted or modified.

3. Criteria for Granting a Variance

A variance shall be granted only under the following:

- a. Due to special circumstances applicable to the property, including its size, shape, topography, location, impact to adjoining property uses and destruction of vegetation, the strict application of these regulations will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district.
- b. That a grant of a variance will be subject to conditions as will ensure that the adjustment authorized will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.
- c. The special circumstances applicable to the property are not self-imposed by any person presently having an interest in the property.
- d. The variance will not allow the establishment of a use which:

- i. is not otherwise permitted in the zoning district;
- ii. would result in the extension of a non-conforming use; or
- iii. would change the zoning classification of any or all of the property.

4. Decision

The Board of Adjustment shall hold a public hearing, review the standards and the Zoning Inspector's report, consider the testimony and other evidence presented at the hearing and grant a variance with specific conditions or deny the variance.

5. Appeal

- a. Appeals to an Adjustment Board may be taken by any person who feels that there is error or doubt in the interpretation of the Zoning Ordinance or that, due to unusual circumstances attaching to his property, an unnecessary hardship is being inflicted on him.
- b. The appeal shall state whether it is a plea for interpretation or for a variance, along with the grounds for the appeal.
- c. Any person aggrieved by a decision of the Board of Adjustment shall have the right, within thirty (30) days, to appeal to the Superior Court. The appeal shall be based on the record before the Board of Adjustment.

SECTION 102 DEFINITIONS

For the purpose of this Zoning Ordinance, certain terms and words are herein defined (words used in the present tense include the future; words in the singular number include the plural; and words in the plural include the singular); the word "shall" is mandatory and not permissive; the word "person" includes individuals, partnerships, corporations, clubs, or associations; the word "structure" includes the word "building." The following words or terms, when applied in this Zoning Ordinance, shall carry full force when used interchangeably: lot, plot, parcel, or premises; used, arranged, occupied or maintained; sold or dispensed; construct, reconstruct, erect, alter (structurally or otherwise), but not the term "maintain" or any other form thereof. The following additional words and phrases shall for the purpose of this Zoning Ordinance have the following meanings:

ABUT: To physically touch or border upon, or to share a common property line.

ACCESSORY BUILDING: (See BUILDING, ACCESSORY)

ACCESSORY USE OR STRUCTURE: A use or structure that is clearly and customarily incidental and subordinate to the primary use or structure and is located on the same lot or may be under certain circumstances on an adjoining lot.

ACRE: An area of land forty-three thousand, five hundred sixty square feet (43,560)

ACRE, NET: An area comprising forty-three thousand, five hundred sixty (43,560) square feet of land excluding rights-of-way, roadway easements and ingress and egress easements.

ADJACENT: Nearby, but not necessarily touching.

ADJOINING LOT OR LAND: A lot or parcel of land which shares all or part of a common lot line with another lot or parcel of land.

AGRICULTURE: Shall mean the tilling of the soil, raising of crops, horticulture, viticulture, silviculture, apiculture, aquaculture, small livestock raising, and/or pasture and range livestock production; including all uses incidental thereto, but not including commercial dairies, stockyards, feedlots, slaughterhouses, fertilizer yards, or plans for the reduction of animal matter or any other related industrial use which is similarly objectionable because of noise, odor, smoke, dust or fumes; nor including the concentrated single use operation of the raising of hogs, turkeys, chickens or fur bearing animals.

ALLEY: A public passageway, affording a secondary means of access to abutting property.

ANIMAL UNITS: An animal unit shall represent the unit of measurement utilized as the basis for determining the number of domestic farm animals permitted on non-agricultural parcels and shall consist of one large animal, or three medium animals, or ten small animals.

ANTIQUE: A product that is sold or exchanged because of value derived or because of oldness as respects the present age, and not simply because same is not a new product.

APARTMENT: An attached dwelling unit.

APARTMENT HOUSE: A building containing apartments.

ARCHITECTURAL ELEMENTS: Elements indicative of local heritage; embellishments to windows, doors, etc.

ARTIST: One who practices an art in which imagination and taste presides over execution. This is not deemed to include the business of teaching the mechanics of the art.

ATTACHED BUILDING: (See BUILDING, ATTACHED)

AUTOMOBILE SERVICE STATION: A place of business having pumps and/or storage tanks from which fuel and/or lubricants are dispensed at retail directly into the motor vehicle. Service, inspection and minor repairs are considered accessory to the sale of such fuel and lubricants.

BED AND BREAKFAST ESTABLISHMENT: A type of home occupation involving a portion of a single family dwelling in which from one to five bedrooms are completely furnished guest rooms occupied on a nightly basis for compensation, and ordinarily involving the serving of a morning meal prepared on the premises.

BERM: An earthen mound designed to provide visual interest, screen undesirable views and/or decrease noise.

BILLBOARDS: See Signs, Off-Site

BOARD: The Gila County Board of Supervisors.

BOARDING HOUSE: A limited commercial activity in which up to five rooms in a dwelling are occupied as completely furnished guest rooms occupied on a weekly or monthly basis for

compensation, and in which food prepared on the premises may be served to the occupants in a common dining room.

BUFFER: Thought of as a “transitional space,” a buffer consists of horizontal space (land) and vertical elements (plants, berms, fences or walls). Its purpose is to physically separate and visually screen adjacent land uses that are not fully compatible.

BUILDING: A structure having a roof supported by columns or walls.

BUILDING, ACCESSORY: A subordinate building, either attached or detached from the main building, containing an accessory use.

BUILDING AREA: The total areas, taken on a horizontal plane at the mean grade level, of the principal buildings and all accessory buildings exclusive of uncovered porches, terraces and steps.

BUILDING, ATTACHED: A building which has at least a part of a wall in common with another building, or which is connected to another building by a roof which exceeds 6 feet between opposite open ends.

BUILDING, CLOSED: A building completely enclosed by a roof, walls and doors.

BUILDING, COMMUNITY: A public or quasi-public building used for community activities of an educational, recreational, or public service nature.

BUILDING, DETACHED: A building which is separated from another building or buildings on the same lot. Buildings connected only with a roof not more than 6 feet wide between opposite open ends shall be deemed detached.

BUILDING HEIGHTS: The vertical distance measured from the grade level to the highest level of the roof surface of flat roofs, to the deck line of mansard roofs, or to the mean height between eaves and ridge for gable or gambrel or hip roofs. Except where specifically provided in this Zoning Ordinance, building height does not apply to portions of buildings extending above the general roof line and comprising an aggregate area not greater than twenty five percent (25%) of the total roof area, or to structures other than buildings.



BUILDING, MAIN: A building or buildings in which is conducted the principal use of the lot on which it is situated. In any residential district, any dwelling shall be deemed to be the main building of the lot on which the same is situated.

BUILDING, PUBLIC: (See PUBLIC BUILDING OR USE)

BUILDING SCALE: The relationship between the mass of a building and its surrounding, including the width of the street, open space, and mass of surrounding buildings. Mass is determined by the three dimensional bulk of a structure; height, width and depth.

CAMPING TRAILER: (See RECREATIONAL VEHICLE)

CARPORT: An open porch used solely for the parking of motor vehicles and containing no enclosing walls, screen, lattice or other material other than the wall or walls of the building to which it is attached, or other than a storage room.

COLOR BOARD: The Historic Colors of America color chart put out by Spectra-Tone Paint.

COMMERCIAL ACRE: Thirty Six Thousand (36,000) square feet of land area, exclusive of streets and alleys and other non-developable square footage.

COMMISSION: Planning and Zoning Commission.

COMMON OPEN SPACE: Squares, greens neighborhood parks, public parks, and linear environmental corridors owned and maintained by the County.

COMMUNITY BUILDING: (See BUILDING, COMMUNITY)

COMMUNITY DEVELOPMENT DIVISION: This is the duly authorized division of Gila County government that is responsible for adherence to all rules and regulations of this Zoning Ordinance.

COMPREHENSIVE MASTER PLAN: A plan adopted by the County Board of Supervisors by Resolution No. 03-11-02 providing a program to guide the orderly growth of the County.

CONDITIONAL USE: A use 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 PERMIT: A permit issued in conjunction with the establishment of a Conditional Use setting forth by incorporation or reference all qualifying conditions governing the use of the property.

CONDOMINIUM: Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

CONFORM TO (COMPLY WITH) ZONING REGULATIONS: Means conformance with all applicable requirements of the Zoning Ordinance including, but not limited to, minimum lot size, lot configuration such as lot width and lot depth, setbacks, distances between buildings, performance standards and property development standards.

CONGREGATE RESIDENCE: Any building or portion thereof which contains facilities for living, sleeping and sanitation, and may include facilities for eating and cooking, for occupancy by other than a family. A congregate residence may be a shelter, convent, monastery, dormitory, fraternity or sorority house, but does not include jails, hospitals, nursing homes, hotels, or boarding houses.

CONTIGUOUS: In actual contact.

COTTAGE INDUSTRY: A limited manufacturing activity carried on by the occupant of a dwelling as a secondary use in connection with which there is no outdoor display of stock-in-trade or unenclosed storage of raw materials or products; not more than three non-residents of the premises may be employed; may be conducted within the main dwelling or an accessory building, provided that not more than fifty percent of the combined floor area may be devoted to the cottage industry; adequate on-site parking will be provided for all permitted activities, but there shall be no more than five parking spaces; the permitted use will not generate vibration, smoke, dust, glare, heat, excessive noise or electrical interference with the reception of radio and television reception.

COURT: Any space other than a yard on the same lot with a building or group of buildings and which is unobstructed and open to the sky from above the floor level of any room having a window or door opening on such court. The width of a court shall be its least horizontal dimension.

CUSTOM: Pertaining to work, service or assembly done to order for individual customers for their own use or convenience.

DAY NURSERY: (See SCHOOL, NURSERY)

DETACHED BUILDING: (See BUILDING, DETACHED)

DISTRICT: Refers to zoning district (either Use District or Density District).

DOMESTIC FARM ANIMALS: Animals, other than household pets, that are kept and maintained for commercial production and sale and/or family food production, education or recreation. Domestic farm animals are identified by the following categories: A- Large Animals include horses, donkeys, mules, cattle and other bovine animals. B - Medium Animals include sheep and goats. C- Small Animals include rabbits, chinchillas, chickens, turkeys, ducks, geese and pigeons.

DRIVE-IN RESTAURANT: Any establishment where food or beverages are dispensed for consumption on the premises, but not within a closed building.

DRIVE-IN THEATER: An open-air theater where the performance is viewed by all or part of the audience from motor vehicles.

DWELLING: A building containing one or more dwelling units

DWELLING, CONVENTIONAL: Shall mean a dwelling constructed on the site by craftsmen utilizing basic materials delivered to the site. Said building shall consist of footings and foundations poured in place and solidly attached to the walls, which shall be constructed in place. Roofing materials, interior and exterior finishes shall be applied on the site.

DWELLING, MOBILE/MANUFACTURED HOME: A structure, transportable in one or more sections, which is at least 8 feet wide and 32 feet in length, which is built on a permanent chassis and designed to be used as a dwelling unit, with or without a permanent foundation, when connected to the required utilities.

DWELLING, MODULAR: A dwelling unit delivered to the site in one or more factory-assembled modules consisting of multiple building systems. Modules shall be such that they may not be towed on their own chassis. Modular dwelling unit shall be permanently affixed to a permanent foundation system.

DWELLING, MULTIPLE: A building containing two or more dwelling units.

DWELLING, PRECUT: A dwelling unit delivered to the site as individually sized building components with little, if any, factory assembly of building subsystems. The parts and components of said precut building shall be assembled on the site and permanently affixed to a permanent foundation system.

DWELLING, PREFABRICATED: A dwelling unit delivered to the site in a combination of sized individual building components and partially assembled building modules comprising primarily a portion of a single building system (i.e., floor, wall). Such dwelling shall be capable of site assembly by relatively unskilled crews and shall be permanently affixed to a permanent foundation system.

DWELLING UNIT: Any building or portion thereof containing one or more habitable rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single household.

DWELLING UNIT, PERMANENT: A dwelling unit of any type occupied, or suitable for occupation, for a period exceeding one hundred eighty (180) days.

ERECT: The incorporation of materials into a building or structure.

FAÇADE: The front of a building or any side facing a public way or area.



FAMILY: An individual or two or more persons related by blood, marriage or adoption, or a group not to exceed six unrelated persons living together as a single housekeeping unit.

FIRE AND/OR EXPLOSION HAZARD: Any structure, material or use operated or maintained in a manner likely to result in a sudden or immediate fire and/or explosion as determined by the Fire Marshal having jurisdiction.

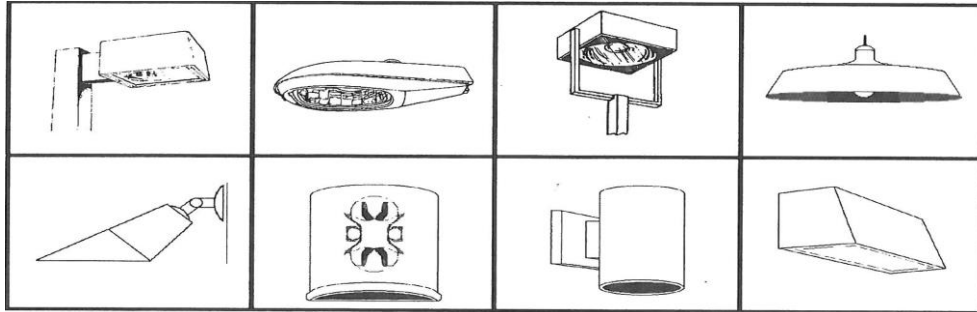
FREIGHT STATION: A facility for loading, unloading and warehousing of freight.

FREIGHT TERMINAL: A facility for loading and unloading of freight for current distribution and not warehousing.

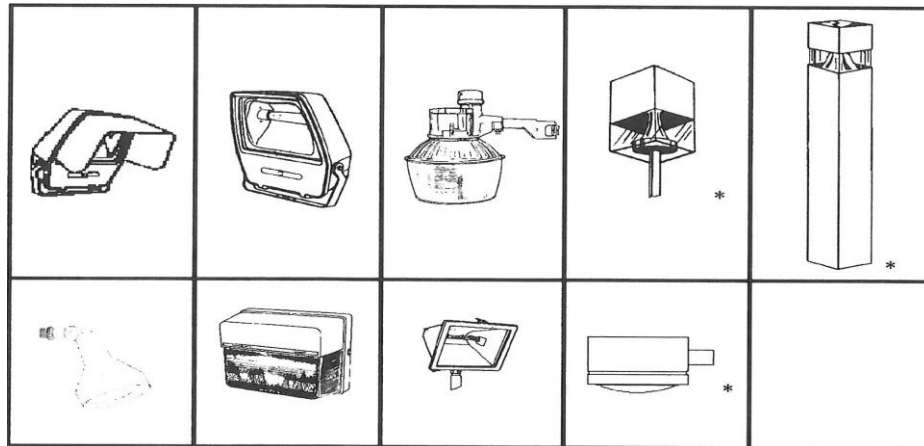
FULLY SHIELDED FIXTURE: Means a light fixture or luminous tube constructed and mounted such that all light rays emitted by the fixture or tube, either directly from the lamp, tube, or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

A practical working way to determine if a fixture or tube is fully shielded: if the lamp or tube, any reflective surface, or lens cover (clear or prismatic) is visible when viewed from above or directly from the side, from any angle around the fixture or tube, the fixture or tube *is not* fully shielded.

Examples of fixtures that *are* Fully Shielded (Note: to be fully shielded these fixtures must be closed on top and mounted such that the bottom opening is horizontal):



Examples of fixtures that are NOT Fully Shielded:



*Note: even though the lamp in these fixtures is shielded from direct view when viewed from the side or above, reflective surfaces and/or lens covers *are* directly visible from the side.

*Note for Luminous (neon) tubes: when such lighting is installed under or behind a roof overhang, if the roof-line or eave is not horizontal the tubing may be visible from above when viewed from the side and therefore be unshielded.

GARAGE, PRIVATE: An accessory building occupied primarily by the passenger motor vehicle of the family's resident on the same lot. This may include one commercial vehicle under five-ton capacity. Non-commercial vehicles of persons not resident on the lot may occupy up to one-half the capacity of such garage.

GARAGE, PUBLIC: Any building, other than that herein defined as a private garage, used for the storage or care of motor vehicles, or where any such vehicles are equipped for operation, repaired, or kept for remuneration, hire or sale.

GOVERNMENT AGENCY: The City of Globe, Town of Miami and/or Gila County Government that has jurisdiction over the area of concern.

GRAZING: The feeding of livestock on open range or fenced pasture for commercial purposes, and uses customarily incidental thereto, including facilities for the temporary assemblage of livestock prior to shipping, but not including commercial dairies, slaughterhouses, feedlots, fertilizer yards, bone yards or plants for the reduction of animal matter.

GROUND COVER: Vegetative groundcovers that serve to keep soil from eroding or moving as a result of natural forces.

GUEST HOUSE: A detached or semi-detached secondary conventional dwelling unit having not more than 800 square feet of gross floor area and containing not more than two habitable rooms along with sanitary facilities and an optional kitchenette, occupied by relatives, servants or the non-paying guests of the occupant of the main dwelling.

GUEST ROOM: A room having no cooking facilities intended for occupancy by one or more persons not members of the family.

HABITABLE ROOM: A room within a structure for eating or sleeping. Bathrooms, toilet compartments, closets, halls, storage and utility spaces are not considered habitable rooms.

HARDSCAPE: Hardscape, or "hardscaping" refers to inanimate elements of landscaping. Anything used in landscaping that is not part of the living component of the landscape (i.e. plants) can be considered a hardscape element (i.e. water fountains, stone walls, concrete or brick patios, tile paths, wooden decks and wooden arbors).



HEIGHT OF BUILDING: (See BUILDING HEIGHT)

HELP-SELF LAUNDRY: (See LAUNDRY, SELF-HELP)

HOME OCCUPATION: A limited commercial activity carried on by the occupant of a dwelling as a secondary use, including professional and semi-professional offices, when conducted and entered from within the dwelling, in connection with which there is no outdoor display of stock-in-trade; not more than one non-resident of the premises is employed; not more than one-fourth of the floor area of one story of the main dwelling or a detached home workshop not more than two hundred (200) square feet in area is to be used for such home occupation; and provided the residential character of the main dwelling is not changed by said use; and, said use does not cause any sustained or unpleasant or unusual noises or vibrations or noxious fumes or odors, or cause any parking or traffic congestion in the immediate neighborhood.

HOSPITAL: A place for the treatment or care of human ailments; and, unless otherwise specified, the term shall include sanitarium, preventorium, clinic, maternity home, rest home, and convalescent home.

HOTEL: A building other than a boarding house as defined herein, which building contains more than five guest rooms, and where entrance to the sleeping rooms or apartments is from a common entrance or lobby.

HOTEL, APARTMENT: (See APARTMENT HOTEL)

HOUSEHOLD: See “Family”.

HOUSEHOLD PETS: Small domestic animals such as dogs, cats and certain birds, reptiles, fish, rodents and furbearing animals, but not including swine of any breed, which may, under normal circumstances, be kept within the confines of a dwelling unit, either caged or uncaged, and which are not kept, bred, raised or exchanged for commercial purposes.

INDIVIDUAL: Shall mean any private individual, tenant, lessee, owner, or any commercial entity including but not limited to companies, partnerships, joint ventures or corporations.

INORGANIC GROUNDCOVERS: River rock, artificial turf, artificial plant material, gravel, concrete, asphalt paving or other similar non-living material.

INSPECTOR: Zoning Inspector or any of his Deputy Zoning Inspectors.

INTERIOR LOT: (See LOT, INTERIOR)

JUNK: Any scrap, waste, reclaimable material, or debris, whether or not stored or used in conjunction with dismantling, processing, salvage, storage, baling, disposal, or other use or disposition, including but not limited to inoperable and unregistered motor vehicles, tires, vehicle parts, equipment, paper, rags, metal, glass, building materials, household appliances, brush, wood and lumber.

JUNK YARD: The use, either commercially or otherwise, of a lot, parcel, or portions thereof, for the storage, collection, processing, purchase, sale or abandonment of waste paper, rags, scrap metal, or other scrap or discarded goods, materials or machinery, or two or more unregistered, inoperable motor vehicles, or other type of junk.

KENNEL, COMMERCIAL: Any kennel maintained for the purpose of boarding, raising or training dogs or cats over the age of four months for a fee or for exchange or sale.

KENNEL, NON-COMMERCIAL: Any property where five or more dogs and/or cats over the age of four months are kept or maintained for use and enjoyment of the occupant for non-commercial purposes.

KEY LOT: (See LOT, KEY)

KINDERGARTEN: Same as Nursery School, except when operated in conjunction with a school of general instruction and having accredited instruction.

LANDSCAPING: The combination of landscape elements in a designed, specific application that meets the purposes of this Zoning Ordinance. Landscape elements may include vegetation, such as trees, cacti, shrubs and groundcovers and other elements such as walls, earth berms, planters, and other architectural or structural elements.

LAUNDRY, SELF-HELP: A building in which domestic type washing machines and/or dryers are provided on a rental basis for use by individuals doing their own laundry.

LAWN: An area of grass maintained for decorative or recreational use.

LIVESTOCK: All animals otherwise classified as Domestic Farm Animals, but also including swine.

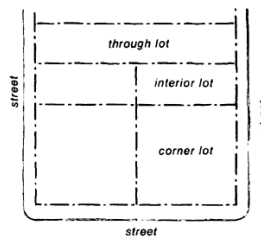
LIVING UNIT: (See DWELLING UNIT)

LOT: A parcel of land, or two or more parcels to be used as a unit, and having its principal frontage on a dedicated street or street easement. Where a half-street has been dedicated from such parcel, such shall be qualification for street frontage.

LOT, CORNER: A lot abutting on two or more intersecting or intercepting streets, where the angle of intersection does not exceed one hundred thirty five (135) degrees. A corner lot shall be considered to be in that block in which the lot fronts.

LOT DEPTH: The shortest distance between the mid-point of each the front and rear line.

LOT, INTERIOR: Lots having no sides abutting on a street.



LOT, KEY: An interior lot having one side (at least) contiguous to the rear line of a corner lot.

LOT LINE, FRONT: That part abutting a street. The front line of a corner lot shall be the shorter of the two street lines as originally platted or, if such are equal, the most obvious front by reason of usage by adjacent lots. The front line of a through lot shall be that line which is obviously the front by reason of usage by adjacent lots. Such a lot exceeding one hundred eighty eight (188) feet in depth may be considered as having two front lines.

LOT LINE, REAR: That lot line opposite the front line. Where the side lines of the lot meet in a point, the rear line shall be considered parallel to the front line of a tangent of the mid-point of a curved front line and lying ten (10) feet within the lot.

LOT LINE, SIDE: Those property lines connecting the front and rear property lines.

LOT, THROUGH: A lot in which the front and rear lines abut on a street.

LOW PROFILE SIGN: A sign that does not exceed a height of five feet from finished grade.

MAIN BUILDING: (See BUILDING, MAIN)

MAINTAIN: The replacing of a part or parts of a building which have been made unusable by ordinary wear or tear or by the weather.

MARQUEE SIGN: A permanent or portable illuminated freestanding sign that employees flashing or moving elements.

MEDICAL MARIJUANA DESIGNATED CAREGIVER CULTIVATION LOCATION: An enclosed, locked facility such as a closet, room, greenhouse or other building that complies with all Department of Health Services regulations for the cultivation of medical marijuana. The establishment of a cultivation location by a designated caregiver must be in compliance with all regulations adopted by the Arizona Department of Health Services and State Statutes applicable to the use of medical marijuana.

MEDICAL MARIJUANA DISPENSARY: An entity defined in A.R.S. §36-2801(11) that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials. Must be authorized by Department of Health Services.

MEDICAL DISPENSARY OFFSITE CULTIVATION LOCATION: The additional location where marijuana is cultivated by a Medical Marijuana Dispensary as referenced in A.R.S. §36-2804(B) (1) (b) (ii). Must be in compliance with all Department of Health Services regulations for medical marijuana cultivation.

MEDICAL MARIJUANA INFUSION (OR MANUFACTURING) FACILITY: A facility that incorporates medical marijuana (cannabis) by the means of cooking, blending, or incorporation into consumable/edible goods.

MEDICAL MARIJUANA QUALIFYING PATIENT CULTIVATION LOCATION: An enclosed, locked facility such as a closet, room, greenhouse or other building with a Conditional Use Permit issued by Gila County where a patient who is qualified to cultivate marijuana pursuant to A.R.S. §36-2801 cultivates marijuana. The establishment of a cultivation location by a qualified patient must be in compliance with all regulations adopted by the Arizona Department of Health Services and State Statutes applicable to the use of medical marijuana.

MOBILE/MANUFACTURED HOME: (See DWELLING, MOBILE/MANUFACTURED HOME)

MOBILE/MANUFACTURED HOME DEVELOPMENT: Any lot, tract, or parcel of land used or offered for use in whole or in part, with or without charge, for the parking of more than two mobile/**manufactured** homes, travel trailers, or recreation vehicles.

MOBILE/MANUFACTURED HOME PARK: A site with required improvements and utilities for the long-term parking of mobile/**manufactured** homes, which may include services and facilities for the residents.

MODULAR HOME: (See DWELLING, MODULAR)

MOTEL: A building or group of buildings containing guest rooms or apartments, each of which maintains a separate outside entrance, used primarily for the accommodation of automobile travelers, and providing automobile parking space on the premises.

MOTOR HOME: (See RECREATIONAL VEHICLE)

MULTIPLE DWELLING: (See DWELLING, MULTIPLE)

NATURAL BUFFER: A buffer that is composed of undisturbed areas in which disturbance is prohibited except to enhance small areas by planting the same plant material and density as undisturbed areas endemic to the site area.

NATURAL OPEN SPACE: Undisturbed, native vegetation.

NEWSPAPER OF GENERAL CIRCULATION: Shall be deemed to mean a daily newspaper, if one is published in the County Seat; if no daily newspaper is published, a weekly newspaper may be used.

NUISANCE: Any act, action, or condition relating to the use of property which endangers the health, safety or property of others, or which interferes with the enjoyment or use of property.

NURSERY SCHOOL: (See SCHOOL, NURSERY)

OPEN PORCH: (See PORCH, OPEN)

OVERHEAD PROTECTION STRUCTURE: Overhead protection structures are devices installed on a building façade or freestanding devices intended to provide shade and protection to pedestrian areas and display windows. These may include porches, colonnades, trellises, pergolas, canopies, awnings and recessed doorways.

PORCH, OPEN: A porch in which any portion extending into a front or side yard shall have no enclosure by walls, screens, lattice or other material higher than fifty four (54) inches above the natural grade line adjacent thereto, which porch is to be used solely for ingress and egress, and not for occupancy as a sleeping porch or wash room.

PRE-FABRICATED HOME: (See DWELLING, PRE-FABRICATED)

PRIVATE GARAGE: (See GARAGE, PRIVATE)

PRIVATE USE: (See USE, PRIVATE)

PROFESSIONAL USE: (See USE, PROFESSIONAL)

PUBLIC GARAGE: (See GARAGE, PUBLIC)

RECREATIONAL VEHICLE:

1. A vehicular type unit which is a portable camping trailer mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold for camping; or a motor home designed to provide temporary living quarters for recreational, camping or travel use and built on or permanently attached to a self-propelled motor vehicle chassis cab or van that is an integral part of the completed vehicle.
2. A park trailer (park model) built on a single chassis, mounted on wheels and designed to be connected to utilities necessary for operation of installed fixtures and appliances and has a gross trailer area of not less than three hundred twenty square feet and not more than four hundred square feet when it is set up, except that it does not include fifth wheel trailers.
3. A travel trailer mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use, of a size or weight that may or may not require special

highway movement permits when towed by a motorized vehicle and has a trailer area of less than three hundred twenty square feet. This subdivision includes fifth wheel trailers.

4. If a unit requires a size or weight permit, it shall be manufactured to the standards for park trailers in A 199.5 of the American National Standards Institute Ordinance. A portable truck camper constructed to provide temporary living quarters for recreational, travel or camping use and consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pickup truck.

RECREATIONAL VEHICLE PARK: A plot of ground upon which two or more spaces with the required utilities and improvements are located and maintained for occupancy by recreational vehicles as temporary living quarters for recreational and vacation purposes.

RESIDENTIAL USE: (See USE, RESIDENTIAL)

RESTAURANT: An establishment other than a boarding house, where meals which are prepared therein may be procured by the public.

REST HOME: Same as Hospital.

SCHOOL: A place of general instruction having accredited instruction acceptable to the educational authorities.

SCHOOL, NURSERY: An institution for the day time care of children of pre-school age. Even though some instruction may be offered in connection with such care, the institution shall not be considered a "school" within the meaning of this Zoning Ordinance.

SCREENING ELEMENT: Any landscaping or structure used to conceal or reduce the negative visual and/or audio impacts of certain land uses or activities from streets or adjacent development. The height of a screening device is measured from the highest finished grade abutting the element to be screened.

SELF-HELP LAUNDRY: (See LAUNDRY, SELF-HELP)

SEXUALLY ORIENTED BUSINESS DEFINITIONS:

For the purpose of this section, the following definitions apply unless the context clearly indicates otherwise.

1. **Adult Arcade** means any place to which the public is permitted or invited and in which coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors or other image producing devices are regularly maintained to show images that are characterized by the depiction or description of specific sexual activities or specific anatomical areas to persons in booths or viewing rooms.
2. **Adult Bookstore or Adult Video Store or Adult Novelty Store** means a commercial establishment that offers for sale or rent or for any form of consideration any one or more of the following:
 - a. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, compact discs, video reproductions or slides or other visual representations that depict or describe specific sexual activities or specific anatomical areas; or

- b. instruments, devices or paraphernalia that are designed for use in connection with specific sexual activities.
- 3. **Adult Cabaret** includes any nightclub, bar, restaurant or other similar commercial establishment, whether or not alcoholic beverages are served, that features:
 - a. Persons who appear in a state of nudity or who are seminude.
 - b. Live performances that are characterized by the exposure of specific anatomical areas or specific sexual activities.
 - c. Films, motion pictures, videocassettes, slides or other photographic reproductions that are characterized by the depiction or description of specific sexual activities or specific anatomical areas.

NOTE: Nothing in the definition of Adult Cabaret shall be construed to apply to the presentation, showing, or performance of any play, drama, or ballet in any theater, concert hall, fine arts academy, school, institution of higher education, or other similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion or exploitation of nudity for the purpose of advancing the economic welfare of a commercial or business enterprise.

- 4. **Adult Live Entertainment Establishment** means an establishment that features:
 - a. Persons who appear in a state of nudity or semi-nudity; or
 - b. Live performances that are characterized by the exposure of specific anatomical areas or specific sexual activities.
- 5. **Adult Motel** means a hotel, motel or similar commercial establishment that:
 - a. Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions that are characterized by the depiction or description of specified sexual activities or specified anatomical areas; and advertises the availability of this adult type of photographic reproductions; or
 - b. offers a sleeping room for rent for a period of time that is less than ten hours; or
 - c. allows a tenant or occupant of a sleeping room to sub rent the room for a period of time that is less than ten hours.
- 6. **Adult Motion Picture Theater** means a commercial establishment in which for any form of consideration films, computer simulations, motion pictures, videocassettes, slides or other similar photographic reproductions that are characterized by the depiction or description of specific sexual activities or specific anatomical areas are regularly shown.

NOTE: Nothing in the definition of Adult Motion Picture Theater shall be construed to apply to the presentation, showing or performance of any play, drama or ballet in any theater, concert hall, fine arts academy, school, institution of higher learning or other similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from

the promotion or exploitation of nudity for the purposes of advancing the economic welfare of a commercial or business enterprise.

7. **Adult Service** means dancing, serving food or beverages, modeling, posing, wrestling, singing, reading, talking, listening or other performances or activities conducted for any consideration in a Sexually Oriented Business by a person who is nude or seminude during all or part of the time that the person is providing the service.
8. **Adult Service Provider or Erotic Entertainer** means any person who provides an adult service.
9. **Adult Theater** means a theater, concert hall, auditorium or similar commercial establishment that regularly features persons who appear in a state of nudity or semi-nudity who engage in live performances that are characterized by the exposure of specific anatomical areas or specific sexual activities.
10. **Adult Video Facility** means a commercial establishment where, for any consideration, films, motion pictures, video cassette projections, slides or other visual media characterized by depiction of specific sexual activities or specific anatomical areas are shown in the regular course of business as a principal business purpose of the establishment. Adult Video Facility does not include a theater where all viewing occurs in a common area with seating for fifty (50) or more persons. This definition does include Adult Arcades.
11. **Discernibly Turgid State** means the state of being visibly swollen, bloated, inflated or distended.
- ~~12. **Director** means director of Gila County Community Development or the Director's designee.~~
13. **Dual Purpose Business** means a commercial establishment that devotes at least ten percent (10%) of its interior sales or display space to the sale or rental, for any form of consideration, of any one or more of the following:
 - a. Books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the exhibition or description of specified sexual activities or specific anatomical areas;
 - b. instruments, devices, or paraphernalia which are designed for use or marketed primarily for stimulation of human genital organs or for sadomasochistic use or abuse of themselves or others; and which does not meet the definition of Adult Bookstore, Adult Novelty Store or Adult Video Store set forth above. Floor space shall be measured by dividing the floor space where patrons or customers of the establishment are permitted where the primary sales or displays are of materials described above by the total floor space where patrons or customers of the establishment are permitted regardless of the materials.
14. **Employee** means a person who works or performs any service on the premises of a sexually oriented business on a full-time, part-time or contract basis, whether or not the person is denominated an Employee, independent contractor, agent, or otherwise, and whether or not the person is paid a salary, wage or other compensation by the operator of the business. This does not include a person exclusively on the premises for repair or maintenance of the premises or equipment on the premises, or for the delivery of goods to the premises, nor an attorney,

accountant or other person whose primary function is to provide professional advice and assistance to the licensee.

15. **Enterprise** means a corporation, association, labor union or other legal entity, as provided in A.R.S. 13-105.
16. **Escort** means a person who for consideration agrees or offers to act as a companion, guide or date for another person or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.
17. **Escort Agency** means a person or business association that furnishes, offers to furnish or advertises the furnishing of escorts as one of its primary business purposes for any fee, tip or other consideration.
18. **Establish or Establishment** means and includes any of the following:
 - a. The opening or commencement of any sexually oriented business as a new business; or
 - b. the conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business; or
 - c. the addition of any sexually oriented business to any other existing sexually oriented business.
19. **Exotic Dance Service** means any business or person who provides Exotic Dancers to perform at a private residence, business, or other location (other than an Adult Cabaret).
20. **Exotic Dancer** means a male or female dancer that performs seminude or nude for compensation.
21. **Explicit Sexual Material** means any drawing, photograph, film negative, motion picture, figure, object, novelty device, recording, transcription or any book, leaflet, pamphlet, magazine, booklet or other item, the cover or contents of which depicts human genitalia or depicts or verbally describes nudity, sexual activity, sexual conduct, sexual excitement or sadomasochistic abuse in a way which is harmful to minors. Explicit sexual material does not include any depiction or description which, taken in context, possesses serious educational value for minors or which possesses serious literary, artistic, political or scientific value.
22. **Licensee** means a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual or individuals listed as an applicant on the application for a sexually oriented business license. In case of an employee, it shall mean the person in whose name the sexually oriented business employee license has been issued.
23. **Massage Establishment** means an establishment in which a person, firm, association or corporation engages in or permits massage activities, including any method of pressure on, friction against, stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating of external soft parts of the body with the hands or with the aid of any mechanical apparatus or electrical apparatus or appliance. This paragraph does not apply to:
 - a. Persons authorized by the laws of this state to practice medicine, osteopathy, chiropractic, podiatry, or naturopathy;

- b. registered nurses, licensed practical nurses or technicians when acting under the supervision of a licensed physician or osteopath;
 - c. persons employed or acting as trainers for any bona fide amateur, semi-professional or athlete or athletic team;
 - d. persons authorized by the laws of this state as barbers or cosmetologists, provided their activity is limited to the head, face, or neck.
- 24. **Nude Model Studio** means a place where a person who appears seminude, in a state of nudity, or who displays specific anatomical areas and is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration. Nude Model Studio shall not include a proprietary school licensed by the State of Arizona or a college, junior college or university supported entirely or in part by public taxation; a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or in a structure:
 - a. That has no sign visible from the exterior of the structure and no other advertising that indicates a nude or seminude person is available for viewing; and
 - b. where in order to participate in a class a student must enroll at least three days in advance of the class; and
 - c. where no more than one nude or seminude model is on the premises at any one time.
- 25. **Nude, Nudity or State of Nudity** means any of the following:
 - a. The appearance of a human anus, genitals or female breast below a point immediately above the top of the areola; or
 - b. a state of dress that fails to opaquely cover a human anus, genitals or female breast below a point immediately above the top of the areola or the showing of the covered male genitals in a discernibly turgid state.
- 26. **Operate or Cause to Operate** means to cause to function or to put or keep in a state of doing business. Operator means any persons on the premises of a sexually oriented business who is authorized to exercise operational control of the business or who causes to function or who puts or keeps in operation the business. A person may be found to be operating or causing to be operated a sexually oriented business whether or not that person is an owner, part owner, or licensee of the business.
- 27. **Patron** means a person invited or permitted to enter and remain upon the premises of a sexually oriented business, whether or not for consideration.
- 28. **Person** means an individual, firm, organization, business trust, limited liability company, joint venture company, proprietorship, partnership, corporation, association, or other legal entity.
- 29. **Public Display** means the placing of material on or in a billboard, viewing screen, theater marquee, newsstand, display rack, vending machine, window, showcase, display case or similar place so that material within the definition of Explicit Sexual Material is easily visible or

readily accessible from a public thoroughfare, from the property of others, or in any place where minors are invited as part of the general public.

30. **Regularly Features or Regularly Shown** means a consistent or substantial course of conduct, such that the films or performances exhibited constitute a substantial portion of the films or performances offered as a part of the ongoing business.
31. **Seminude or Semi-Nudity or In a Seminude State** means a state of dress in which opaque clothing covers no more than the genitals, pubic region and female breast below a point immediately above the top of the areola, as well as portions of the body that are covered by supporting straps or devices.
32. **Sexual Encounter Center** means a business or commercial enterprise that, as one of its principal business purposes, offers for any form of consideration the following:
- a. Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or
 - b. activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or is seminude.
33. **Sexually Oriented Business** means an Adult Arcade, Adult Bookstore, Adult Video Store, Adult Novelty Store, Adult Cabaret, Adult Live Entertainment Establishment, Adult Motel, Adult Motion Picture Theater, Adult Theater, Adult Video Facility, Dual Purpose Business, Escort Agency, Exotic Dance Service, Massage Establishment that offers or provides Adult Service, Nude Model Studio, Sexual Encounter Center or any business or facility that offers or provides an Adult Service.

NOTE: A commercial establishment may have other business purposes that do not meet the definition of a Sexually Oriented Business but such other business purposes will not serve to exempt such commercial establishment from being categorized as a Sexually Oriented Business so long as one of its principal business purposes qualifies as such.

34. **Specific Anatomical Areas** means any of the following:
- a. A human anus, genitals, pubic region or a female breast below a point immediately above the top of the areola that is less than completely and opaquely covered.
 - b. Male genitals in a discernibly turgid state, even if completely and opaquely covered.
35. **Specific Sexual Activities** means and includes any of the following:
- a. Fondling or other erotic touching of the human genitals, pubic region, buttocks, anus or female breast.
 - b. Sex acts, normal or perverted, actual or simulated, including acts of human masturbation, sexual intercourse, oral copulation or sodomy.
 - c. Urinary or excretory functions as part of or in connection with any of the activities set forth in (a) or (b) above.

36. **Video** includes image reproduction and display by videotape or any other medium, such as digital video disk or compact disk that produces moving or still images on a screen, wall, or other similar display.

37. **Viewing Room** means the room, booth, or area where a patron of sexually oriented business would ordinarily be positioned while watching a film, videocassette, or other video or visual production or reproduction.

SIGN: A display for the purpose of making anything known and visible beyond the boundaries of the property on which same is located.

SIGN, OFF-SITE: A sign advertising a business, place, activity, goods, services or products on a different property than where the sign is located.

SIGN, ON-SITE: A sign advertising a business, place, activity, goods, services or products on the same property which the sign is located.

SLEEPING ROOM: A room other than a guest room, in which cooking facilities are provided.

STORY: That portion of a building included between the surface of any floor and the surface of the next floor above it, or, if there is no floor above it, then the space between the floor and the ceiling next above it. A basement, the ceiling of which is less than 4'6" above the grade level shall not be considered a floor. A mezzanine floor shall be considered a story if it exceeds an area of forty percent (40%) of the area of the floor next below it.

STREET: A public passageway which affords a principal means of access to abutting property.

STRUCTURE: Anything built or installed by arranging parts together, such as buildings, tanks, fences, signs, pools, towers, etc.

TIME SHARE PROJECT: A project in which a purchaser receives the right in perpetuity, for life or for a term of years to the recurrent, exclusive use of occupancy of a lot, parcel, unit or segment of real property, annually or on some other periodic basis, for a period to time that has been or will be allotted from the use or occupancy periods into which the project has been divided.

TOURIST COURT: (See MOTEL)

TOWNHOUSE DEVELOPMENT: A subdivision consisting of single dwellings constructed as part of a series of dwellings, all of which are either attached to the adjacent dwelling or dwellings by party walls, or are located immediately adjacent thereto with no visible separation between walls or roofs.

TRADITIONAL NEIGHBORHOOD: A compact, mixed use neighborhood where residential, commercial, office and civic buildings are within close proximity to each other.

TRAILER: A structure standing on wheels, towed or hauled by another vehicle and used for short-term human occupancy, carrying materials, goods or objects, or as a temporary office.

TRAILER PARK: (See MOBILE/MANUFACTURED HOME DEVELOPMENT, MOBILE/**MANUFACTURED** HOME PARK, RECREATIONAL VEHICLE PARK)

TRAVEL TRAILER: (See RECREATIONAL VEHICLE)

USE: The purpose for which a building or lot is arranged, designed, occupied or maintained.

USE, ACCESSORY: A use incidental to the principal use on the same lot.

USE, NONCONFORMING: A use or activity which was lawful prior to adoption, revision or amendment of the Zoning Ordinance, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the zoning district.

USE PERMIT: Shall be a permit issued by the ~~Planning Director~~ **Zoning Inspector** for the development or use of any property which is subject to a Use Permit. Such permit shall set forth by incorporation or reference all stipulations and limitations of the use of said property, as well as the time period for which such permit shall be issued. (THIS IS NOT A CONDITIONAL USE PERMIT)

USE, PERMITTED: A use in a district which is allowed therein by reason of being listed among the "Permitted Uses" in the district.

USE, PRIVATE: A use restricted to the occupants of a lot or building, together with their guests, where compensation is not received, and where no commercial activity is associated with the same.

USE, PROFESSIONAL: The rendering of services of a professional nature by: (1) members of the professions licensed by competent authority; (2) teachers in a school of general instruction; (3) artists practicing the fine arts; (4) consultants recognized by organizations of licensed professions.

USE, PUBLIC: A use which is open to all, generally not for compensation, and which is not restricted to those dwellings on the same lot with the public use or public building.

USE, RESIDENTIAL: Shall be deemed to include single and multiple dwellings, hotels, motels and trailer parks.

UTILITY EQUIPMENT: Hardscape devices which are installed vertically into/onto the property and visible from the corridor for the purpose of power transmission, lighting, or communication.

WILD OR EXOTIC ANIMALS: Animals other than Household Pets or Domestic Farm Animals not commonly domesticated and normally requiring confinement or special handling to avoid injury to human beings.

WRECKING YARD: (See JUNK YARD)

XERISCAPE: A water-efficient landscaping technique, utilizing unthirsty native or drought tolerant exotic plants.

YARD: An area of uniform width behind which the exterior walls of any main building must be established. Such yard is measured as the minimum horizontal distance from a lot line or an existing or projected right-of-way line. A yard shall be unobstructed by structures, except where otherwise permitted under the terms of this Zoning Ordinance.

YARD, FRONT: A yard abutting the front lot line.

YARD, REAR: A yard abutting the rear lot line.

YARD, SIDE: A yard abutting that portion of a side lot line lying between the front and rear yards.

ZONING DISTRICT: A zoned area in which the same zoning regulations apply throughout.

ZONING INSPECTOR: For all applications of this Zoning Ordinance, the Community Development Division Director of Gila County is the duly appointed Zoning Inspector.

ZONING REGULATIONS: Shall mean the Planning and Zoning Regulations, Gila County, Arizona.

SECTION 103

GENERAL STIPULATIONS & PROVISIONS – ALL DISTRICTS

The following stipulations and provisions shall apply to all districts unless supplanted and/or supplemented by differing stipulations and provisions established in any particular district.

SECTION 103.1

STRUCTURES AND USES

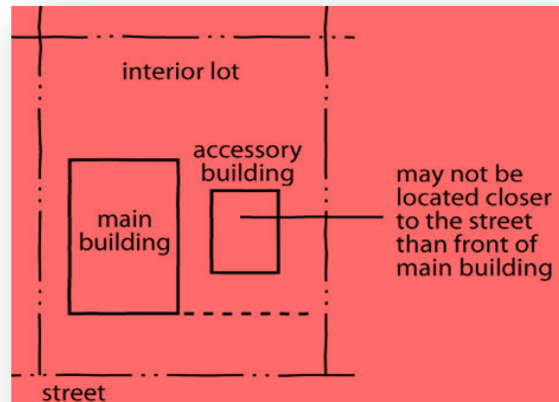
COMPLIANCE TO DISTRICT REQUIREMENTS

- A. No building or other structure shall be erected, altered, or moved, nor shall any land or building be used, designed or intended to be used for any purpose or in any manner other than is included among the uses hereinafter listed as permitted in the district in which such structure or land is located, except that any structure may be removed from any property.
- B. No building or other structure shall be erected or added to, so as to exceed in height the limit hereinafter designated for the district in which located, whether such height be designated in stories, number of feet, or otherwise.
- C. No building or other structure shall be erected or added to in such manner as to encroach upon or reduce any open space, yard setback requirement, lot area, or parking area as is hereinafter designated for the district in which such structure or open space is located. No yard or other space on one lot shall be considered as providing a yard or open space for a structure on any other lot.
- D. No building or structure shall be erected, constructed, reconstructed, altered, maintained or used in such a manner that the life, health, property or safety of the public or its occupants are endangered. This includes, but is not limited to, a building or structure or portion thereof:
 - 1. In which the means of exit does not provide safe and adequate means of egress in case of fire or panic;
 - 2. In such a condition that it is likely to partially or completely collapse;
 - 3. That is manifestly unsafe for the purpose for which it is being used;
 - 4. That is used or intended for use as a dwelling and is determined by the Health Official to be unfit for human habitation or in such a condition that it is likely to cause sickness or disease.
 - 5. That is determined by the Fire Marshall to be a fire hazard.
- E. No property or use shall be operated or maintained in such a manner as to be a fire and/or explosion hazard; no property or use shall be allowed to emit toxic fumes or generate toxic waste; neither shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor,

noise, vibration, heat, or glare to such an extent as to constitute a nuisance; no property or use shall be operated or maintained to store junk or in such a manner as to be deemed a junk yard, unless permitted within a specific zoning district.

F. Accessory uses and structures for residential property

- a. Setbacks for an exempt structure shall be the same as those established for non-exempt structures except that the applicant can apply for an administrative variance to reduce the setback to no less than three feet from the side and rear setback requirements.



- b. No accessory structure or use shall be placed in the front yard.
- c. Accessory uses or structures may be established without the principle or primary use through the use permit process where it can be clearly established that the structure or use will not be a nuisance to surrounding neighbors or negatively impact the neighborhood.

G. No structure shall be removed from any property without a demolition permit that considers life safety issues for hazardous materials such as asbestos and lead paint.

SECTION 103.2

GENERAL REQUIREMENTS FOR LOTS

No lot shall hereafter be created, whether by **minor land division, record of survey, small subdivision** or subdivision, **that** contains less than the minimum number of square feet or minimum lot dimensions established for the zoning district or density district in which it is located.

SECTION 103.3

(RESCINDED ON JANUARY 9, 1984)

SECTION 103.4

RESTRICTION ON REGULATING THROUGH ZONING

A. NOTHING CONTAINED IN THIS ZONING ORDINANCE SHALL:

1. Affect existing uses of property or the rights to its continuing use, or the reasonable repair or alteration thereof, for the purpose for which it was used at the time the Zoning Ordinance affecting the property takes effect.
2. Prevent, restrict, or otherwise regulate the use or occupation of land or improvements for railroad, mining, metallurgical, grazing or general agricultural purposes, if the tract concerned is 5 or more contiguous commercial acres. Land shall be classified as being used for grazing purposes if 50% or more of the income from the land is derived from the use or rental of the land for grazing purposes. Land shall be classified as being used for general agricultural purposes if 50% or more of the income from the land is derived from the use or rental of the land for the production of agricultural products.
3. A non-conforming business use within a district may expand, if such expansion does not exceed one hundred percent of the area of the ~~original~~ business **at the time of ordinance adoption.**
4. A 12-month discontinuance of the operation of a non-conforming use shall be deemed as an expiration of non-conforming status. Any further use shall be in conformity with the provisions of the district in which same is located.
 - a. **Discontinuance of a nonconforming use may be evidenced by removal of equipment, materials, improvements or other indications that such nonconforming use is no longer being made of that property, and/or by a lack of use of the nonconforming use of the subject property for the 12 month period, whether or not any intention to abandon such use is present any and all future uses shall conform to this Zoning Ordinance.**
 - b. **If a nonconforming use or structure is damaged or destroyed by fire, earthquake, flood, explosion, natural disaster, or act of public enemy, the nonconformance may be reconstructed and used as before if done within 12 months of the event date.**

~~B. Any non-conforming use which is hereafter damaged to an extent exceeding 50% of its reproduction value may not be restored, reconstructed or used except in a manner permitted under the terms of the district in which it is located, unless it is reconstructed and restored to the non-conforming use within one year after the date of said damage.~~

SECTION 103.5

RIGHT OF WAY WIDTHS

(Deleted as of January 6, 1994)

SECTION 103.6

OFF-STREET PARKING

- A. In order to help alleviate congestion on public streets, the following vehicular parking requirements shall apply, and no building permit shall be issued for use permitted other than in conformity with the following requirements.

1. Where parking spaces are referred to, such space shall represent an area of not less than nine (9) feet by twenty (20) feet, exclusive of driveways required to make such space accessible from public streets or alleys.
2. Where parking requirements are referenced to floor areas, such shall be construed to mean the gross building floor area used by, or to serve, people in connection with such use, but shall not include floor areas used for vehicular parking and incidental storage or other accessory space.
3. Where parking spaces are referenced to seats, each eighteen (18) inches of pew width may be considered as one seat.
4. If such required parking is located other than on the lot upon which use it serves, or adjacent property permitting such parking requirements, once approved and/or provided, must be continuously maintained in the manner provided by this Zoning Ordinance, together with any additional parking facilities necessitated by expansion of floor areas and/or uses.
5. In the case of mixed uses, the total parking requirements shall be the sum of the requirements of the various uses computed separately.

B. GENERAL REQUIREMENTS FOR OFF-STREET PARKING USES ARE AS FOLLOWS:

1. For the purpose of converting parking spaces into the required or permitted parking area, plans must be submitted to show how the required or permitted parking spaces shall be arranged in the area supplied for that purpose and to indicate sufficient space for turning maneuvers, as well as adequate ingress and egress to the parking area, before a permit is granted.
2. In any district other than in R1, **R1L**, **SFR**, **RR**, **SR**, or **GR**, where such space is required, the area of such space shall be surfaced with asphaltic surfacing, concrete, or other paving material acceptable to the Community Development Division, to prevent dust and erosion.
3. The parking of two or more commercial vehicles of more than one ton capacity on any lot in any residential district shall be considered a commercial use and is prohibited.
4. "Floor areas" shall mean the gross floor area and/or the open land area used for service to the public as customers, patrons, clients, or patients, including areas occupied by fixtures and equipment used for display or sale of merchandise. It shall not mean floors or parts of floors used principally for non-public purposes, such as storage, automobile parking, incidental repair, processing or packaging of merchandise, show windows, or for offices incidental to the management or maintenance of stores or buildings, or for restrooms or powder rooms.
5. In any case, in a Commercial C1 or less restricted district, where a lot used for automobile parking space adjoins a residential district, there shall be a solid wall of masonry not more than six nor less than four feet in height along the lot line of such lot, which lot line forms the boundary of said residential district; except where such wall adjoins the front yard of the adjoining residential lot, said wall shall be three feet in height. The lot owner or occupant of the C1 or less restricted district shall maintain said

wall in a neat and orderly condition. As appropriate, on a case by case basis, an alternative selection of landscape delineation may be utilized to meet these needs as approved ~~concurrently~~ by the ~~Director~~ **Zoning Inspector**.

6. Any lights used to illuminate parking space in a commercial district shall be so arranged as to reflect the light away from the adjoining rights of way.
7. Except where a wall is required, a minimum six-inch high curb or bumper guard shall be constructed so that no part of a vehicle shall extend over or beyond any property line.
8. Whenever a building permit has been granted and the plans so approved for off-street parking, the subsequent use of such property shall be deemed to be conditional upon the unqualified continuance and availability of the parking provisions contained in such plans. Any use of such property in violation hereof shall be deemed in violation of this Zoning Ordinance. Should the owner or occupant of any building to whom a building permit has been granted containing off-street parking requirements so change the use to which such building is put as to increase off-street parking as required under this Zoning Ordinance, it shall be unlawful and a violation of this chapter to begin or maintain such altered use prior to compliance with increased off-street parking provisions of this section.
9. No addition or enlargement of an existing building or use shall be permitted unless parking requirements of this Zoning Ordinance are met for the entire building or use.
10. In the case of mixed use, the total requirements for off-street parking space shall be the sum of the requirements of the various uses computed separately as specified in this section, and the off-street parking spaces for one use shall not be considered as providing the required off-street parking for any other use.
11. All parking areas, except in an R1, **R1L, SFR**, RR, SR, or GR District, shall be entered and exited in a forward motion of the vehicle. Sufficient space for maneuverability in compliance with this section shall be included in plans submitted pursuant to Section **14-10.A.1** above.
12. There shall be no commercial parking lots in an R1, R2, R3, R4, **R1L, SFR**, RR, SR, GR and/or MHS District, except for a walled or fenced and landscaped RV and boat storage area for the private use of the residents of the same subdivision.
13. Handicapped parking shall be provided in accordance with the Arizona Revised Statutes.
14. In any computations of fractions of parking space requirements, the total number of spaces required shall be rounded to the next highest whole number.

C. PARKING REQUIREMENTS

Automobile parking space shall be provided according to the following schedule and ~~subject to the following schedule and~~ subject to the following conditions in any district in which any of the following uses shall be established. Where off-street parking requirements are specified in

the regulations of any of the various zoning districts, those requirements shall apply therein ~~and compliance therewith shall be made.~~

1. Single-family dwellings and two-family dwelling (duplexes) shall have two off-street parking spaces for each dwelling unit, which space shall be provided on the lot upon which such dwelling unit is located.
2. "Multi-unit dwellings" include triplexes, fourplexes, boarding houses, ~~hotels,~~ apartments, and all similar structures devoted to habitation. The following requirements shall apply for said dwellings:
 - a. One and one-half parking spaces for each studio, efficiency, or one bedroom unit;
 - b. one and three-fourths parking spaces for each unit containing two bedrooms;
 - c. two parking spaces for each unit containing three or more bedrooms; and
 - d. for each development containing more than five units, one parking space in addition to the above requirements shall be provided for each ten units or major fraction thereof for visitor parking. All parking spaces shall be provided on the lot upon which the units are located.
3. Places of public assembly, including private clubs, lodges, and fraternal buildings not providing overnight accommodations, assembly halls, skating rinks, dance halls, bowling alleys, theaters, amusement parks, race tracks, funeral homes, must have at least one off-street parking space for each five (5) seats provided for patron use and/or at least one off-street parking space for each seventy-five (75) square feet of floor areas used for public assembly but not containing fixed seats.
4. Churches and related buildings: At least one off-street parking space for each five (5) seats or ninety inches of pew space, or, if fixed seats are not provided, then one off-street parking space shall be provided for each thirty (30) square feet of floor area in the main assembly area. Accessory buildings in the church complex shall provide parking spaces in accordance with the following: Classrooms, whether used for school or church activities, shall have one parking space for each four hundred (400) square feet of gross floor area. Other buildings shall have one parking space for each four hundred (400) square feet of gross floor area. All such parking will be located on the same lot as the building or on a contiguous lot.
5. Restaurants, bars, taverns, nightclubs, and all other similar dining and/or drinking establishments shall have off-street parking space of at least one space for each fifty (50) square feet of floor area and one parking space for each two hundred (200) square feet of outdoor patio area (exclusive of kitchen, restrooms, storage, etc.). Such parking shall be located on the same lot or contiguous lots.
6. Hotels, motels, guest lodges, fraternities and sororities shall have one off-street parking space for each two beds.

7. Hospitals shall have parking space for each three patient beds, plus at least one off-street parking space for each resident doctor, plus at least one additional off-street parking space for each three employees including nurses not domiciled on the property.
8. Doctors' offices, dentists' offices, medical clinics, and medical centers shall have one parking space for each one hundred fifty (150) square feet of gross floor area between exterior walls, plus one parking space for each employee, and such parking shall be located on the same lot or on contiguous lots with said uses.
9. Nursing or convalescent home health care facilities, including specialized care facilities and minimal care facilities, shall have one parking space for each two beds.
10. Office buildings, retail establishments, commercial buildings, and any commercial establishment not specified herein shall have one off-street parking space for each three hundred (300) square feet of gross floor area.
11. Wholesale, manufacturing, and industrial plants, including warehouses and storage buildings and yards, public utility buildings, contractor equipment and storage yards, business service establishments such as blueprinting, printing and engraving, soft drink bottling establishments, fabricating plants, and all other structures devoted to similar mercantile or industrial pursuits, shall have at least one off-street parking space for each three employees and an additional one parking space for each one thousand (1,000) square feet of gross floor area.
12. Schools shall have at least one off-street parking space for each three employees, including administrators, teachers, and building maintenance personnel, and at least one off-street parking space for each ten high school, college or university students, predicated upon the designed capacity of the physical plant. Such parking shall be located on the same lot or on ~~contiguous~~ contiguous lots with said uses.

SECTION 103.7

OFF-STREET LOADING SPACE AND ADA (AMERICANS WITH DISABILITIES ACT) PARKING REQUIREMENTS

A. OFF-STREET LOADING SPACE

In order to avoid undue interference with the public use of streets, alleys, and sidewalks, on-the-property berths are required for the standing, loading, and unloading of vehicles. Such berths shall not be less than ten (10) feet in width and thirty (30) feet in length, exclusive of access aisles and maneuvering space. Any building exceeding a gross floor area of twenty five thousand (25,000 square feet), except residences and apartments, shall provide one such berth plus an additional berth for each additional eighty thousand (80,000) square feet of gross floor area.

B. HANDICAPPED REQUIREMENTS

All off-street parking areas, except for single family residential, shall include spaces reserved for use by persons with disabilities. Spaces shall be provided in proportion to the total number of spaces required. The ADA standards will be used in determining compliance.

Total Parking Required on Lot

Required Number of Accessible

	Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 and over	+1 space / 50 spaces

Each accessible parking space shall have on its right side, an adjacent access aisle not less than five feet in width, except that two accessible spaces may share a single access aisle. Every access aisle shall lead directly to a curbed ramp and accessible route of travel to the principle building or buildings on the site.

SECTION 103.8

SIGNS

A. TEMPORARY ADVERTISING SIGNS

1. Temporary single-faced or V-shaped signs advertising sale of lots from a recorded subdivision which ~~was~~ **has** been approved by the proper authorities are permitted in any district, subject to the following provisions and stipulations, when located in any Residential, C1, or PM District:
 - a. Must be removed after twelve (12) months or thirty (30) days after completion of such sales, whichever time is shorter, unless such time is extended by the Board of Adjustment.
 - b. Must be on or at the property being subdivided.
 - c. Shall not be closer than thirty (30) feet to a residential zoned property adjacent to such subdivision and provided further that when such sign is placed within one hundred (100) feet of a residence adjacent to said subdivision [or if a residence is later placed on such adjacent property within one hundred (100) feet of such existing sign], then the sign must be located (or relocated) to the setback required for such and the sign face made parallel to the street.
 - d. No such sign exceeding thirty six (36) square feet of panel area shall be located closer than three hundred (300) feet to any other such sign in the same subdivision.
 - e. Shall not exceed the height allowed for signs in the district where located.
 - f. Shall not be audible or animated, including banners, pennants or devices set in motion by movement of air.
 - g. May be lighted by indirect illumination as provided herein.

B. ON-STREET SIGNS

(This section deleted as of February 5, 1998, "On-Street signs no longer allowed")

C. OFF-STREET SIGNS

Signs, other than traffic safety signage, will not be allowed in any existing or projected street right-of-way or street easement. Any portion of a sign located other than in a street right-of-way or street easement shall be subject to the following provisions and stipulations:

1. Shall exercise installation and operational precautions necessary to assure adequate traffic safety and so as not to interfere with the efficiency of traffic control devices.
2. Any such sign placed in any unoccupied portion of the triangular area on a corner lot formed by measuring thirty three (33) feet along both street lines or street easement lines, as the case may be, from their intersection shall have a minimum bottom height of eight (8) feet above the ground level directly below such sign.
3. Shall have no supports or guys in any portion of a street or street easement, or alley occupied by roadway, curb, or sidewalk.
4. Shall not exceed a height of twenty (20) feet above the ground grade level at the point of erection.

D. LIGHTING, ANIMATION, NOISE

Except where specifically designated to the contrary under a particular use district, no sign shall be illuminated, animated, or audible, including banners, pennants or devices set in motion by movement of air. Where lighting is permitted, the same shall be indirect illumination and the following provisions and stipulations shall prevail:

1. Shall not be intermittent, flashing or scintillating.
2. All sources of light shall be set in hood type reflectors with sides extended beyond the light source, so that no direct light is visible to the side.
3. All light beams shall be trained directly on the copy space.
4. No light bulb or tube exceeding one hundred (100) watts is permitted, nor shall the combined illumination from all sources exceed 1.5 watts for each square foot of copy space.
5. Such illumination shall be controlled by automatic switch timed to turn off no later than 11:00 PM.

E. NON-CONFORMING SIGNS

Non-conforming signs shall be subject to the following regulations:

1. Subject to the remainder of this section, non-conforming signs that were lawful when established may be continued.
2. No sign may be enlarged or altered in such a manner as to increase the extent of the nonconformity nor may illumination be added to any nonconforming sign.

3. A nonconforming sign may not be moved or replaced except to bring the sign into complete conformity with this Zoning Ordinance.
4. ~~Restoration of a damaged sign may be accomplished in accordance with the following regulations:~~
 - a. ~~Minor repairs and routine maintenance of nonconforming signs is permitted and encouraged. Major renovation, i.e.: work estimated to cost more than 25% of the appraised value of the structure to be renovated, may only be done with the granting of a conditional use permit. Cost shall mean the fair market value of the materials and services necessary to accomplish the repair or maintenance.~~
 - b. ~~If a nonconforming sign is damaged to an extent of 50% or less of the appraised value of the damaged structure, then it may be repaired and replaced and the nonconforming use may be resumed, provided that restoration is started within three (3) months and completed within six (6) months. If the damage exceeds 50% or the structure is voluntarily razed or is required by law to be razed, the structure shall not be restored except in full conformity with the regulations for the zone in which it is located, and the nonconforming use shall not be resumed.~~
 - c. ~~For the purpose of paragraph b. above, the extent of damage shall be based on the ratio of the estimated cost of restoring the structure to its condition prior to such damage or partial destruction to the estimated cost of duplicating the entire structure as it existed prior to the damage. Estimates for this purpose shall be reviewed and approved by the Director of Community Development or Chief Building Official and shall be based on the minimum cost of construction in compliance with adopted building ordinances and ordinances.~~
5. The message of a nonconforming sign may be changed so long as this does not create any new nonconformity (for example - creating an on-site sign which is not in conformance with on-site sign regulations).
6. Routine maintenance and repairs may be done so long as the cost of such work does not exceed 50 % of the value of such sign within any 12-month period.
7. ~~If a nonconforming sign advertises a business, service, commodity, accommodation, attraction, or other enterprise or activity that has not been offered or conducted for a period of one hundred eighty (180) days, that sign shall be considered abandoned and shall be removed within thirty (30) days after such abandonment by the owner, agent or person having the beneficial use of the building, lot or structure upon which the sign may be found. If the business is resumed following the abandonment, all signs shall conform to this ordinance.~~
8. ~~If a nonconforming billboard remains blank for a continuous period of one hundred eighty (180) days, that billboard shall be deemed abandoned and shall be removed within thirty (30) days after such abandonment by the owner, agent or person having the beneficial use of the building, lot or structure upon which the sign may be found. For the purposes of this section, a sign is blank if:~~

- a. ~~It advertises a business, service, commodity, accommodation, attraction, or other enterprise or activity that is no longer operating or being offered or conducted; or~~
- b. ~~The advertising message it displays becomes illegible in whole or substantial part; or~~
- c. ~~the advertising copy, paid for by a party other than the sign owner or promoting an interest other than the rental of the sign, has been removed.~~

103.9

APPLICATION FEES AND CHARGES ~~(Moved to 101.3)~~

The Board of Supervisors, subject to a properly noticed public hearing, may adopt by resolution such fees and charges as it deems reasonable for the processing of applications for zoning, variances, and other administrative procedures as herein provided.

103.10 ~~(Moved to Section 101.3)~~

USE PERMIT APPLICATIONS ~~(For definition of Use Permit, see Sec. 102)~~

Unless otherwise provided herein, the Planning Director may issue a Use Permit subject to the following procedure:

A. APPLICATION

- 1. ~~The applicant shall submit a Use Permit Application on a form provided for that purpose.~~
- 2. ~~Accompanying the application, the applicant shall provide a site plan setting forth the location of the proposed use.~~
 - a. ~~The site plan shall be prepared on a sheet or sheets not to exceed 24" X 36".~~
 - b. ~~The plan shall be drawn to a scale not to exceed one hundred (100) feet per inch and shall set forth, at a minimum, the following information:~~
 - i. ~~The boundaries of the subject property.~~
 - ii. ~~A legal description.~~
 - iii. ~~The location of existing and proposed improvements.~~
 - iv. ~~Such other information as the Director may deem necessary.~~
 - c. ~~Upon submitting the application, the applicant shall pay the appropriate nonrefundable fee.~~

B. HEARING

- 1. ~~Upon receipt of the application, site plan and fee, the Director shall set a date for an administrative hearing not later than twenty one (21) days following receipt of same.~~
- 2. ~~The Director shall notify all adjoining property owners of the purpose of the application and the date, time and location of the administrative hearing.~~

- 3.—The Director or his designated hearing officer shall make a record of all testimony in favor or against the application at the administrative hearing.
- 4.—The Director shall notify the applicant in writing no later than ten (10) working days after the administrative hearing of his decision to approve or deny the application, fully stating the reasons for denial or any stipulations or limitations regarding approval.

~~C.~~—APPEALS

The applicant may appeal the denial of an application by filing a form of appeal with the Board of Adjustment and Appeals within twenty (20) working days following the issuance of a denial.

103.11

CONDITIONAL USES AND CONDITIONAL USE PERMITS (Moved to Section 101.3)

A. 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.

B. APPLICATION:

- 1.—The applicant shall submit a Conditional Use Permit Application in the form of a narrative description of the proposed use on a form provided by the Department for that purpose.
- 2.—Accompanying the application, the applicant shall submit a reproducible site plan on sheets not to exceed 24" by 36," at a scale not to exceed 100 feet per inch. The site plan shall contain, at a minimum, the following information: (1) The location and boundaries of the property. (2) Scale and north point. (3) The location of all existing and proposed improvements, provision for onsite parking, internal or external access. (4) Such other information as the Director may deem necessary.

2. HEARING

- 1.—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.
- 2.—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.
- 3.—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.

- ~~4. 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.~~
- ~~5. Upon the final approval of the Board, a Conditional Use Permit shall be issued by the Department setting forth all qualifying conditions.~~

~~3. SPECIAL USES~~

- ~~1. Medical Marijuana Dispensary/Cultivation and Medical Marijuana Dispensary Offsite Cultivation Location facilities as defined in Section 102 of this ordinance, subject to all rules adopted by the Arizona Department of Health Services and to the following conditions:~~
 - ~~b. Medical Marijuana Dispensaries or medical marijuana offsite cultivation locations shall not be located within 35 miles of any other Medical Marijuana Dispensary or medical marijuana offsite cultivation location.~~
 - ~~c. Medical Marijuana Dispensaries and Medical Marijuana Offsite Cultivation Locations shall not be located within 1,500 feet of:~~
 - ~~i. A church; or,~~
 - ~~ii. A public or private elementary or secondary school; or,~~
 - ~~iii. A public or private day care center, preschool, nursery, kindergarten, or similar use; or,~~
 - ~~iv. A public park, playground, or public recreational facility; or,~~
 - ~~v. School bus stop, Library, Substance Abuse Treatment Facilities,~~
 - ~~vi. An adult oriented business.~~
 - ~~d. Medical Marijuana Dispensaries shall be located only within the M1 Zoning Districts.~~
 - ~~e. Drive thru facilities shall not be permitted with any dispensary~~
 - ~~f. Dispensaries shall not permit the consumption of marijuana in any form on the premises or parcel of land.~~
 - ~~g. Medical Marijuana Dispensaries with cultivation and off site cultivation shall only be permitted in M1 Zoning Districts.~~
 - ~~h. For purposes of this Conditional Use Permit the notification area for the application shall be 1,500 feet.~~
 - ~~i. For purposes of measuring separation distances required in this section, the measurements shall be taken in a straight line from the closest exterior walls of any affected structures without regard to intervening structures or objects or political boundaries.~~
 - ~~j. Medical Marijuana Dispensaries shall be open to the public only from 8:00 AM to 5:00 PM daily, Monday through Friday.~~
 - ~~k. Medical Marijuana Dispensary or Medical Marijuana Offsite Cultivation Location lawfully operating is not rendered in violation of these provisions by the subsequent location of a church, public or private elementary or secondary school, a kindergarten or preschool or similar use, a park or playground, or an adult oriented business within 1,500 feet of the Medical Marijuana Dispensary or Medical Marijuana Offsite Cultivation Location.~~
 - ~~l. Applicant shall provide a copy of registration approved by Department of Health Services prior to opening for business.~~

- ~~m. A Dispensary must be located in a site built structure and not a manufactured home or RV.~~
- ~~n. A Conditional Use Permit is valid for one year and then must be renewed. Any C.U.P. may be revoked for failure to comply with all conditions.~~
- ~~o. No one under 18 years of age is permitted within these facilities without an adult guardian with a registration card from Department of Health Services.~~
- ~~p. This provision shall not be construed as permitting any use or act which is otherwise prohibited or made punishable by law.~~
- ~~q. Cultivation for Medical Marijuana Qualified Patient and Designated Caregiver as defined in Section 102 of the Zoning Ordinance subject to all rules adopted by the Arizona Department of Health Services and to the following conditions:~~
 - ~~i. For purposes of this Conditional Use Permit the notification area for the application shall be 1,500 feet.~~
 - ~~ii. A Conditional Use Permit is valid for one year and then must be renewed. Any C.U.P. may be revoked for failure to comply with all conditions.~~
 - ~~iii. The qualifying patient and designated caregiver cultivation location must be accessory to the primary use of residential, must not be detectable from the exterior of the property in which the cultivation takes place.~~
 - ~~iv. Medical Marijuana cultivation as an accessory use to the qualifying patient's or caregiver primary residence shall only be permitted if the residence is located at least 25 miles distant from a Medical Marijuana Dispensary and in full compliance with regulations as established by the Department of Health Services for Medical Marijuana.~~

103.12

TEMPORARY USES (Moved to Section 101.3)

A. GENERAL:

- ~~1. Temporary Uses may be granted in all zoning districts subject to conditions which shall consider the Intent and Purpose of the particular zoning district and minimize adverse impact on the neighborhood.~~
- ~~2. All temporary uses shall be subject to a Temporary Use Permit which shall be issued by the Director or the Planning and Zoning Commission subject to the provisions of Section 103.10; Use Permits. Any proposed Temporary Use on property owned or directly controlled by Gila County shall be subject to a Temporary Use Permit issued by the Gila County Board of Supervisors.~~
- ~~3. Application for a Temporary Use Permit shall include a written authorization of the property owner of the property on which the temporary use is proposed and setting forth any specific conditions placed by the property owner on the proposed use, which conditions shall be incorporated into the Temporary Use Permit.~~

- ~~4. The owner of the property on which the Temporary Use Permit is granted shall be a co-applicant for the permit, and shall be held responsible for the conformance of the use to the conditions set forth in the Temporary Use Permit and for the restoration of the property to its original condition following the termination of the use.~~
- ~~5. If deemed necessary by the Director or the Planning and Zoning Commission due to the nature of the use, the applicant may be required to provide for private security, post bond or provide proof of insurance and shall indemnify Gila County against any claims arising from permitted uses.~~
- ~~6. The Planning and Zoning Commission may extend the time limits or modify the limitations of Temporary Use Permits by conditional use in accordance with the provisions of Section 103.11, Conditional Uses and Conditional Use Permits.~~

~~B. PERFORMANCE STANDARDS:~~

~~Approval of a Temporary Use Permit application shall require compliance with the following performance standards, along with any further conditions deemed necessary by the Director or the Planning and Zoning Commission in order to reduce possible detrimental effects to surrounding properties and to protect the public health, safety and welfare:~~

- ~~1. Noise shall not be generated by any use to the point of disturbing the peace, quiet and comfort of neighboring properties.~~
- ~~2. Adequate on-site parking shall be provided.~~
- ~~3. No permit shall be issued if the use at the proposed location is deemed to be potentially hazardous to the public. No use shall be permitted in a public right of way.~~
- ~~4. Adequate sanitary facilities shall be provided for on site; sanitary facilities shall conform to State and County Health Department requirements.~~
- ~~5. Provision shall be made for the collection and disposal of all solid waste generated in conjunction with the proposed use.~~
- ~~6. Lighting shall be limited to that necessary to conduct the proposed use safely and shall be shielded so that direct illumination shall be confined to the boundaries and site access. The operation of search lights and similar lighting sources is prohibited.~~
- ~~7. Any required County or State Health Department or Sheriff's Office permits or licenses must be obtained.~~

~~D. USES REQUIRING A TEMPORARY USE PERMIT~~

- ~~1. Special events, having a maximum duration of five days per event, including such outdoor activities as:~~

- ~~a. Transient amusement activities (such as carnivals, circuses, outdoor concerts).~~
 - ~~b. Tent revivals.~~
 - ~~c. Outdoor flea markets.~~
 - ~~d. Outdoor product shows.~~
- ~~2. Christmas tree sales lots.~~
 - ~~3. Contractor's offices and storage yards on the site of active construction projects.~~
 - ~~4. Mobile homes or recreational vehicles for security purposes on the site of an active construction project, but not for a total of more than six months in any twelve month period.~~
 - ~~5. Roadside sales stands and temporary food sales stands, but not for a total of more than six months within any twelve month period.~~
 - ~~6. Batch plants and crushing operations in conjunction with a specific construction project for a period not to exceed the duration of the project.~~
 - ~~7. Other uses of a temporary nature similar to the above.~~

SECTION 103.139

AMATEUR RADIO ANTENNA (HAM RADIO)

~~A. Amateur Radio Antenna (Ham Radio)~~

- A. Amateur radio antenna intended for non-commercial purposes are permitted in all Residential Districts, provided:
 - 1. Such structures shall not be located in any required setback or in front of the front line of the dwelling or principal building; ~~and~~
 - 2. such structures shall not exceed a height of 75'; ~~and~~
 - 3. not more than one such structure per lot or parcel is allowed; and
 - 4. no antenna shall be located closer than its height to any adjacent property or public right-of-way or any unrelated structures unless accompanied by structurally engineered plans that eliminate the need for a fall zone.



SECTION 103.1410

COMMERCIAL COMMUNICATION TOWERS

- A. Commercial towers are permitted in all zoning districts with a Conditional Use Permit unless the use is currently allowed in that particular zoning district.
- B. In all zoning districts, communications towers shall be subject to the following stipulations:
 - 1. All communications towers must be structurally engineered.
 - 2. No cellular tower shall be located closer than its height to any adjacent property, public right of way or any unrelated structure unless



accompanied by structurally engineered plans that eliminate the need for a fall zone.

SECTION 103.1511

SEXUALLY ORIENTED BUSINESSES

A. FINDINGS; PURPOSE

1. Based on evidence of the adverse secondary effects of adult uses presented in reports made available to the Board of Supervisors as set forth in Resolution #04-03-07 enacting this section, and on findings, interpretations, and narrowing constructions incorporated in the cases described in said Resolution, the Board of Supervisors has made specific findings concerning the adverse secondary effects of sexually oriented businesses and the need for additional requirements for the operation of such businesses
2. It is the purpose of this section of the Zoning Ordinance to provide for the orderly regulation of sexually oriented businesses by establishing certain minimum standards in order to protect the health, safety, and general welfare of the citizens of Gila County, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually oriented businesses within the County. The provisions of this section of the Zoning Ordinance have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this section of the Zoning Ordinance to restrict or deny access by adults to sexually oriented materials protected by the First Amendment to the United States Constitution or the corresponding provisions of the Arizona Constitution, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this section of the Zoning Ordinance to condone or legitimize the distribution of obscene material.

~~B. DEFINITIONS~~ (Moved to Section 102 entitled "Definitions")

~~For the purpose of this section, the following definitions apply unless the context clearly indicates otherwise.~~

~~**Adult Arcade** means any place to which the public is permitted or invited and in which coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors or other image producing devices are regularly maintained to show images that are characterized by the depiction or description of specific sexual activities or specific anatomical areas to persons in booths or viewing rooms.~~

~~**Adult Bookstore or Adult Video Store or Adult Novelty Store** means a commercial establishment that offers for sale or rent or for any form of consideration any one or more of the following:~~

- ~~a.) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, compact discs, video reproductions or slides or other visual representations that depict or describe specific sexual activities or specific anatomical areas; or~~
- ~~b.) Instruments, devices or paraphernalia that are designed for use in connection with specific sexual activities.~~

Adult Cabaret includes any nightclub, bar, restaurant or other similar commercial establishment, whether or not alcoholic beverages are served, that features:

- a.) Persons who appear in a state of nudity or who are seminude.
- b.) Live performances that are characterized by the exposure of specific anatomical areas or specific sexual activities.
- c.) Films, motion pictures, videocassettes, slides or other photographic reproductions that are characterized by the depiction or description of specific sexual activities or specific anatomical areas.

NOTE: Nothing in the definition of Adult Cabaret shall be construed to apply to the presentation, showing, or performance of any play, drama, or ballet in any theater, concert hall, fine arts academy, school, institution of higher education, or other similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion or exploitation of nudity for the purpose of advancing the economic welfare of a commercial or business enterprise.

Adult Live Entertainment Establishment means an establishment that features:

- a.) Persons who appear in a state of nudity or semi-nudity; or
- b.) Live performances that are characterized by the exposure of specific anatomical areas or specific sexual activities.

Adult Motel means a hotel, motel or similar commercial establishment that:

- a.) Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video-cassettes, slides, or other photographic reproductions that are characterized by the depiction or description of specified sexual activities or specified anatomical areas; and advertises the availability of this adult type of photographic reproductions; or
- b.) Offers a sleeping room for rent for a period of time that is less than ten hours; or
- c.) Allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten hours.

Adult Motion Picture Theater means a commercial establishment in which for any form of consideration films, computer simulations, motion pictures, videocassettes, slides or other similar photographic reproductions that are characterized by the depiction or description of specific sexual activities or specific anatomical areas are regularly shown.

NOTE: Nothing in the definition of Adult Motion Picture Theater shall be construed to apply to the presentation, showing or performance of any play, drama or ballet in any theater, concert hall, fine arts academy, school, institution of higher learning or other similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion or exploitation of nudity for the purposes of advancing the economic welfare of a commercial or business enterprise.

Adult Service means dancing, serving food or beverages, modeling, posing, wrestling, singing, reading, talking, listening or other performances or activities conducted for any consideration in a Sexually Oriented Business by a person who is nude or seminude during all or part of the time that the person is providing the service.

Adult Service Provider or Erotic Entertainer means any person who provides an adult service.

Adult Theater means a theater, concert hall, auditorium or similar commercial establishment that regularly features persons who appear in a state of nudity or semi-nudity who engage in live performances that are characterized by the exposure of specific anatomical areas or specific sexual activities.

Adult Video Facility means a commercial establishment where, for any consideration, films, motion pictures, video cassette projections, slides or other visual media characterized by depiction of specific sexual activities or specific anatomical areas are shown in the regular course of business as a principal business purpose of the establishment. Adult Video Facility does not include a theater where all viewing occurs in a common area with seating for fifty or more persons. This definition does include Adult Arcades.

Discernibly Turgid State means the state of being visibly swollen, bloated, inflated or distended.

Director means director of Gila County Community Development or the Director's designee.

Dual Purpose Business means a commercial establishment that devotes at least ten percent (10%) of its interior sales or display space to the sale or rental, for any form of consideration, of any one or more of the following:

- a.) Books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the exhibition or description of specified sexual activities or specific anatomical areas;
- b.) Instruments, devices, or paraphernalia which are designed for use or marketed primarily for stimulation of human genital organs or for sadomasochistic use or abuse of themselves or others; and which does not meet the definition of Adult Bookstore, Adult Novelty Store or Adult Video Store set forth above. Floor space shall be measured by dividing the floor space where patrons or customers of the establishment are permitted where the primary sales or displays are of materials described above by the total floor space where patrons or customers of the establishment are permitted regardless of the materials.

Employee means a person who works or performs any service on the premises of a sexually oriented business on a full-time, part-time or contract basis, whether or not the person is denominated an Employee, independent contractor, agent, or otherwise, and whether or not the person is paid a salary, wage or other compensation by the operator of the business. This does not include a person exclusively on the premises for repair or maintenance of the premises or equipment on the premises, or for the delivery of goods to the premises, nor an attorney, accountant or other person whose primary function is to provide professional advice and assistance to the licensee.

Enterprise means a corporation, association, labor union or other legal entity, as provided in A.R.S. 13-105.

Escort means a person who for consideration agrees or offers to act as a companion, guide or date for another person or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

Escort Agency means a person or business association that furnishes, offers to furnish or advertises the furnishing of escorts as one of its primary business purposes for any fee, tip or other consideration.

~~Establish or Establishment~~ means and includes any of the following:

- a.) ~~— The opening or commencement of any sexually oriented business as a new business; or~~
- b.) ~~— The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business; or~~
- c.) ~~— The addition of any sexually oriented business to any other existing sexually oriented business.~~

~~Exotic Dancer~~ means a male or female dancer that performs seminude or nude for compensation.

~~Exotic Dance Service~~ means any business or person who provides Exotic Dancers to perform at a private residence, business, or other location (other than an Adult Cabaret).

~~Explicit Sexual Material~~ means any drawing, photograph, film negative, motion picture, figure, object, novelty device, recording, transcription or any book, leaflet, pamphlet, magazine, booklet or other item, the cover or contents of which depicts human genitalia or depicts or verbally describes nudity, sexual activity, sexual conduct, sexual excitement or sadomasochistic abuse in a way which is harmful to minors. Explicit sexual material does not include any depiction or description which, taken in context, possesses serious educational value for minors or which possesses serious literary, artistic, political or scientific value.

~~Licensee~~ means a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual or individuals listed as an applicant on the application for a sexually oriented business license. In case of an employee, it shall mean the person in whose name the sexually oriented business employee license has been issued.

~~Massage Establishment~~ means an establishment in which a person, firm, association or corporation engages in or permits massage activities, including any method of pressure on, friction against, stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating of external soft parts of the body with the hands or with the aid of any mechanical apparatus or electrical apparatus or appliance. This paragraph does not apply to:

- a.) ~~— Persons authorized by the laws of this state to practice medicine, osteopathy, chiropractic, podiatry, or naturopathy;~~
- b.) ~~— Registered nurses, licensed practical nurses or technicians when acting under the supervision of a licensed physician or osteopath;~~
- c.) ~~— Persons employed or acting as trainers for any bona fide amateur, semi-professional or athlete or athletic team;~~
- d.) ~~— Persons authorized by the laws of this state as barbers or cosmetologists, provided their activity is limited to the head, face, or neck.~~

~~Nude Model Studio~~ means a place where a person who appears seminude, in a state of nudity, or who displays specific anatomical areas and is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration. Nude Model Studio shall not include a proprietary school licensed by the State of Arizona or a college, junior college or university supported entirely or in part by public taxation; a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or in a structure:

- a.) ~~— that has no sign visible from the exterior of the structure and no other advertising that indicates a nude or seminude person is available for viewing; and~~
- b.) ~~— where in order to participate in a class a student must enroll at least three days in advance of the class; and~~

~~e.) — where no more than one nude or seminude model is on the premises at any one time.~~

Nude, Nudity or State of Nudity means any of the following:

- ~~a.) — The appearance of a human anus, genitals or female breast below a point immediately above the top of the areola; or~~
- ~~b.) — A state of dress that fails to opaquely cover a human anus, genitals or female breast below a point immediately above the top of the areola or the showing of the covered male genitals in a discernibly turgid state.~~

Operate or Cause to Operate means to cause to function or to put or keep in a state of doing business. **Operator** means any persons on the premises of a sexually oriented business who is authorized to exercise operational control of the business or who causes to function or who puts or keeps in operation the business. A person may be found to be operating or causing to be operated a sexually oriented business whether or not that person is an owner, part owner, or licensee of the business.

Patron means a person invited or permitted to enter and remain upon the premises of a sexually oriented business, whether or not for consideration.

Person means an individual, firm, organization, business trust, limited liability company, joint venture company, proprietorship, partnership, corporation, association, or other legal entity.

Public Display means the placing of material on or in a billboard, viewing screen, theater marquee, newsstand, display rack, vending machine, window, showcase, display case or similar place so that material within the definition of Explicit Sexual Material is easily visible or readily accessible from a public thoroughfare, from the property of others, or in any place where minors are invited as part of the general public.

Regularly Features or Regularly Shown means a consistent or substantial course of conduct, such that the films or performances exhibited constitute a substantial portion of the films or performances offered as a part of the ongoing business.

Seminude or Semi-Nudity or In a Seminude State means a state of dress in which opaque clothing covers no more than the genitals, pubic region and female breast below a point immediately above the top of the areola, as well as portions of the body that are covered by supporting straps or devices.

Sexual Encounter Center means a business or commercial enterprise that, as one of its principal business purposes, offers for any form of consideration the following:

- ~~a.) — Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or~~
- ~~b.) — Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or is seminude.~~

Sexually Oriented Business means an Adult Arcade, Adult Bookstore, Adult Video Store, Adult Novelty Store, Adult Cabaret, Adult Live Entertainment Establishment, Adult Motel, Adult Motion Picture Theater, Adult Theater, Adult Video Facility, Dual Purpose Business, Escort Agency, Exotic Dance Service, Massage Establishment that offers or provides Adult Service, Nude Model Studio, Sexual Encounter Center or any business or facility that offers or provides an Adult Service.

NOTE: A commercial establishment may have other business purposes that do not meet the definition of a Sexually Oriented Business but such other business purposes will not serve to

~~exempt such commercial establishment from being categorized as a Sexually Oriented Business so long as one of its principal business purposes qualifies as such.~~

Specific Anatomical Areas means any of the following:

- a.) ~~A human anus, genitals, pubic region or a female breast below a point immediately above the top of the areola that is less than completely and opaquely covered.~~
- b.) ~~Male genitals in a discernibly turgid state, even if completely and opaquely covered.~~

Specific Sexual Activities means and includes any of the following:

- a.) ~~Fondling or other erotic touching of the human genitals, pubic region, buttocks, anus or female breast.~~
- b.) ~~Sex acts, normal or perverted, actual or simulated, including acts of human masturbation, sexual intercourse, oral copulation or sodomy.~~
- c.) ~~Urinary or excretory functions as part of or in connection with any of the activities set forth in (a) or (b) above.~~

Video includes image reproduction and display by videotape or any other medium, such as digital video disk or compact disk that produces moving or still images on a screen, wall, or other similar display.

Viewing Room means the room, booth, or area where a patron of sexually oriented business would ordinarily be positioned while watching a film, videocassette, or other video or visual production or reproduction.

CB. STIPULATIONS AND PROVISIONS

1. Classifications: Sexually Oriented Businesses shall be classified as follows:

- a. Adult Arcade
- b. Adult Bookstore, Adult Video Store, or Adult Novelty Store
- c. Adult Cabaret
- d. Adult Live Entertainment Establishment
- e. Adult Motel
- f. Adult Motion Picture Theater
- g. Adult Theater
- h. Adult Video Facility
- i. Dual Purpose Business
- j. Escort Agency
- k. Exotic Dance Service
- l. Massage Establishment that offers or provides Adult Service
- m. Nude Model Studio

n. Sexual Encounter Center

o. Any business, facility or person that offers or provides Adult Service.

2. Enclosure

A sexually oriented business shall be operated solely and totally within an enclosed building or structure in a manner that does not allow any activities occurring within that enclosure to be viewed from outside that enclosure.

3. Number of Sexually Oriented Businesses

There shall be no more than one sexually oriented business and no more than one classification of sexually oriented business per lot, parcel or tract or building.

4. Location

A sexually oriented business shall only be allowed in the C-3 (Commercial Three) District.

5. Spacing

A sexually oriented business shall not be located or operated within 2640 feet (½ mile) of the following:

- a. Another sexually oriented business;
- b. a building that contains another sexually oriented business;
- c. any daycare center, preschool, kindergarten, elementary or secondary school whether public, private or parochial;
- d. a public or private park or playground;
- e. a church, synagogue, temple, seminary, convent, or monastery;
- f. any residential zoning district, a single or multiple family dwelling or any established residential area whether zoned residentially or not;
- g. a museum, art gallery, library or community building whether public or private;
or
- h. any family oriented business including but not limited to restaurants, amusement parks, recreational facilities, movie theaters, semipublic and public pools, roller or ice skating rinks, batting cages, go-kart tracks, miniature golf courses, sports courts or fields, or any facility, commercial establishment, store, or business, whether public or private, that provides entertainment or services to persons under 18 years of age.

6. Method of Measurement

The distance requirement set by this section of the Zoning Ordinance shall be measured in a straight line without regard for intervening structures or objects, from the lot line of the property occupied by the sexually oriented business to the lot line of the property of the business or facility being measured to. In the case of residential zoning districts, the measurement shall be taken from the lot line of the property occupied by the sexually oriented business to the closest boundary line of that district. In the case of established residential areas, the measurement shall be taken from the lot line of the property occupied by the sexually oriented business to the closest property line of the property upon which a residence (single or multiple family dwelling) or residential accessory structure sits.

7. Hours of Operation

A sexually oriented business shall not be open or remain open for business at any time between the hours of 10:00 p.m. to 10:00 a.m. on Monday through Saturday and must remain closed on Sundays. However, a sexually oriented business which has obtained a license from the State of Arizona to sell alcoholic beverages may remain open to sell alcoholic beverages under the terms of that license but may not operate any sexually oriented business during the times prohibited.

8. Signage

It is prohibited for explicit sexual material to be put on public display for the purpose of advertising, describing or to assist in locating a sexually oriented business.

9. Preexisting and Nonconforming Sexually Oriented Businesses

- a. The provisions of this section of the Zoning Ordinance shall apply to the activities of all sexually oriented businesses and sexually oriented business employees described herein, whether such businesses or activities were established or commenced before, on, or after the effective date of this section of the Zoning Ordinance subject to the protection provided by Arizona State Statutes and the Constitution of the State of Arizona.
- b. On the effective date of this section of the Zoning Ordinance, any person or entity holding a Certificate of Occupancy to lawfully operate a sexually oriented business shall be permitted to continue to operate as a legal nonconforming use; provided, however, that the use remains restricted to the same classification, location and area (square footage) it occupied prior to that effective date. Should such business cease to operate or be discontinued for any period of time, it shall not thereafter be reestablished without being in full compliance with all provisions of this section of the Zoning Ordinance and other applicable codes and ordinances subject to the protection provided by Arizona State Statutes and the Constitution of the State of Arizona. The terms “cease to operate” or “discontinued for any period of time” shall mean the voluntary or intentional termination, cessation or discontinuance of the business by the owner or other party in interest or an involuntary termination of the business resulting from a violation of any applicable rule, regulation, ordinance, statute or law. The holder of the certificate of occupancy or operator of the business shall be responsible for

providing documentation, acceptable to the ~~Director~~ **Zoning Inspector**, that a nonconforming sexually oriented business has not ceased to operate or been discontinued. A nonconforming sexually oriented business shall not be enlarged, increased or altered. Any change in use shall require full compliance with all provisions of this Zoning Ordinance and any other applicable codes subject to the protection provided by Arizona State Statutes and the Constitution of the State of Arizona.

- c. A sexually oriented business lawfully operating with a Certificate of Occupancy describing the sexually oriented business use as a conforming use is not rendered a nonconforming use by the subsequent location, of one or more of the business or uses listed under 103.15.C.5.a.) through h.) within 2,640 feet.

10. Certificate of Occupancy

A Certificate of Occupancy is required to legally operate a business in Gila County. Any change made or added to an existing business must be reflected in that Certificate of Occupancy. Sexually oriented businesses are recognized as a separate and distinct business use and that use must be reflected in the Certificate of Occupancy. A Certificate of Occupancy is required whether the sexually oriented business is a legal nonconforming use or a conforming use. Prior to issuance of a Certificate of Occupancy, the owner or applicant shall be required to file a Development Plan as required by this Zoning Ordinance.

11. Inspection

- a. Sexually oriented businesses and sexually oriented business employees shall permit officers or agents of Gila County to inspect the business premises for the purpose of ensuring compliance with the specific regulations of this section of the Zoning Ordinance, during those times when the sexually oriented business is occupied by patrons or is open for business. This section of the Zoning Ordinance shall be narrowly construed by the County to authorize reasonable inspections of the licensed premises pursuant to this section, but not to authorize a harassing or excessive pattern of inspections.
- b. The provisions of this section do not apply to areas of an adult motel which are currently being rented by a customer for use as a permanent or temporary habitation.

12. Severability

Any County ordinance containing any provision in conflict with any provision of this section of the Zoning Ordinance is hereby repealed. Each section, subsection and provision of this section of the Zoning Ordinance is hereby declared to be an independent division and subdivision and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provision of this section of the Zoning Ordinance, or the application thereof to any person or circumstance is held to be invalid, the remaining sections or provisions and the application of such sections and provisions to any person or circumstances other than those to which it is

held invalid, shall not be affected thereby, and it is hereby declared that such sections and provisions are severable and would have been passed independently of such section or provision so known to be invalid.

13. Penalties and Enforcement

- a. A person who knowingly violates, disobeys, omits, neglects, or refuses to comply with or resists the enforcement of any of the provisions of this section of the Zoning Ordinance or any part thereof is guilty of a Class 2 Misdemeanor. Each day the violation is committed, or permitted to continue, shall constitute a separate offense and shall be treated as such.
- b. The County Attorney is hereby authorized to institute civil proceedings necessary for the enforcement of this Section (103.15) to prosecute, restrain, or correct violations hereof. Such proceedings including injunction, shall be brought in the name of the County, provided, however, that nothing in this section of the Zoning Ordinance and no action taken hereunder, shall be held to exclude such criminal proceedings as may be authorized by other provisions of this Zoning Ordinance, or any of the laws or ordinances in force in the County or State, or to exempt anyone violating this code or any part of the said laws from any penalty which may be incurred.

SECTION 103.1612

PROPERTY DEVELOPMENT PLAN

A. PROPERTY DEVELOPMENT PLAN

Application for a permit for construction or site work related to ~~home occupation~~, multi-family, commercial, industrial, professional or mixed use shall be subject to prior approval by the ~~Director~~ **Zoning Inspector** or his designate of a Property Development Plan.

B. APPLICATION

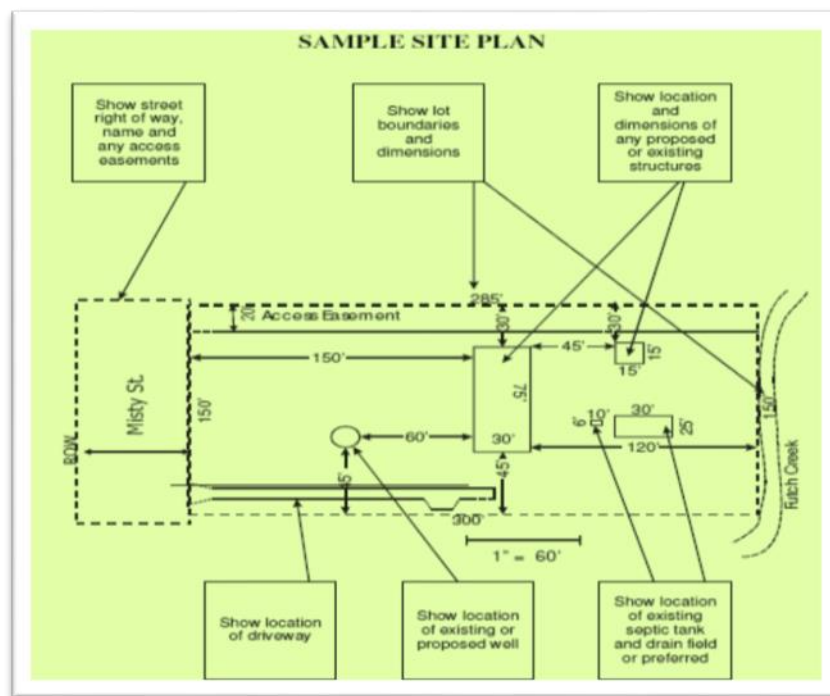
Application for approval of a Property Development Plan shall be made on a form provided for such purpose by the Community Development Division and, in addition to the appropriate fee, shall be accompanied by maps, drawings and such other materials necessary to show the following:

1. The location and proposed use of all structures and site improvements drawn to scale on a site plan.
2. On-site parking arrangements, including loading areas and handicap parking spaces.
3. All related signage.
4. The type and location of landscaping to be used.
5. The proposed off-site circulation pattern and related improvements including right-of-way dedications, street improvements, traffic control measures, location and design of driveways acceleration and/or deceleration lanes.

6. Such additional information as the ~~Director~~ **Zoning Inspector** may deem necessary to evaluate the impact of the proposed development on surrounding uses.

C. REVIEW

1. The Zoning Inspector or his designated representative shall review the Property Development Plan to ensure compliance with regulations of this Zoning Ordinance. These may include: the land use, density, yard setbacks, building separation, structure heights, outdoor lighting, parking, signage, vehicular access, utilities and easements.
2. The applicant shall provide evidence of an approved means of sanitary disposal as permitted by Gila County Wastewater Department and meeting the Arizona Department of Environmental Quality requirements.
3. The applicant shall provide evidence of an approved review by the Floodplain Department and meeting Federal Emergency Management Agency (FEMA) requirements for the proposed location of the improvements.



D. DECISION

The Zoning Inspector or his designated representative shall: determine that the Property Development Plan is approved, request the applicant to comply with specific development requirements or deny the Property Development Plan, if the use is prohibited, causes a nuisance or cannot demonstrate compliance.

E. APPEALS

Appeals of the decision of the Zoning Inspector may be made to the Board of Adjustment and must be filed in writing with the Community Development Division and be accompanied with the applicable, nonrefundable fee.

SECTION 104

ESTABLISHMENT OF ZONES (USE AND DENSITY DISTRICTS)

In conformity with the intent and purpose of this Zoning Ordinance, “Use” and “Density” districts are hereby adopted in order to classify, regulate, restrict and separate uses of land and structures, lot dimensions and areas, yard widths and depths, percent of lot coverage and open spaces, lot area required for dwelling units and other structures, spacing of buildings, and the height and bulk of structures.

The following general regulations apply to all Single Family Districts:

A. INTENT AND PURPOSE

To promote the development of areas primarily of single family dwellings, intending that all other uses be installed, operated and maintained in a manner so as to either complement, or at least be of a minimum disruption to such single family uses. Any use not in accordance with the Intent and Purpose, District Stipulations and Provisions, and Permitted Uses as set forth in this section shall be deemed a nuisance.

B. DISTRICT STIPULATIONS AND PROVISIONS

1. Livestock

The keeping of domestic livestock shall be permitted with the following stipulations:

- a. Buildings for the housing of livestock shall be confined to the rear one-half of the property and shall be located no closer than one hundred (30) feet from a front or side street property line or thirty (30) feet from a rear or interior property line.
- b. It shall be the responsibility of the livestock owner to ensure that all livestock is kept confined within the property boundaries.
- c. The keeping of dangerous wild, exotic or non-domestic animals shall be prohibited.
- d. All domestic animals shall be kept and maintained in such a manner as to conform with all applicable State and County health requirements and to cause a minimum of disruption to neighboring property owners in terms of noise, odor, and insect and vermin infestation.

C. USES PERMITTED SUBJECT TO A USE PERMIT

1. A detached guest house accessory to the main dwelling only, subject to the following conditions:

- a. The guest house shall be confined to the rear one-half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.
- b. The total square footage of the guest house shall not exceed 800 square feet.

- c. A deed restriction shall be recorded for the subject property which prohibits the rental, lease or sale of the guest house.
- 2. Bed and breakfast establishments, subject to the following conditions:
 - a. Applicants for a use permit shall be the property owner.
 - b. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
 - c. The maximum duration of stay of any one guest shall be ten (10) days.
 - d. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
 - e. All parking must be accommodated on the site.
 - f. All meals or snacks provided to guests shall be served in a common dining area.
 - g. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
 - h. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Zoning Inspector or his designate shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two-year extension; violations shall result in suspension or revocation.
- 3. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:
 - a. Water Storage Tanks
 - i. Shall be no taller than sixteen (16) feet.
 - ii. Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
 - iii. All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
 - b. Water Wells
 - i. Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - ii. Shall be made secure and vandal proofed.
 - c. Electrical and Natural Gas Facilities
 - i. Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - ii. Shall be made secure and vandal proofed.
- 4. Home Occupations.

D. USES SUBJECT TO A CONDITIONAL USE PERMIT

1. Bed and breakfast establishments are subject to the same conditions as those under which a Use Permit may be granted, with the following exceptions:
 - a. Up to five bedrooms may be designated and/or occupied as guest rooms.
 - b. Guest rooms may be located in buildings on the same property other than the main dwelling, provided, however, that these rooms shall contain no facilities for the storage or preparation of food.
 - c. Guest rooms may be accessed by entrances other than the main entrance to the dwelling.
2. Temporary Uses

Subject to the Provisions of Section 3-14, Temporary Use Permits.

SECTION 104.1 ZONING MAP

The locations and boundaries of the various “Use” and “Density” districts are established as they are shown on the map entitled “Zoning Map for Unincorporated Areas of Gila County, Arizona” dated September 8, 1959, signed by the Chairman of the Board of Supervisors and the County Clerk, which map, along with any amendments thereto, becomes an official record and becomes part of this Zoning Ordinance as if the matters and information set forth by said map were fully described herein.

- A. Where uncertainty exists as to the boundaries of any of the districts shown on said map, the following rules shall apply: If lack of dimensions causes uncertainty, then such boundary shall be determined by use of the scale of the map, except that where such scaling or marked dimensions bring the district boundary within 25 feet of a street, lot line, or some other fixed boundary line, then the district shall be extended or reduced, as the case may be, to match such boundary line. If further uncertainty exists, then the Board of Adjustment shall determine the location.
- B. Where a public street, alley, railroad, or other right-of-way is officially abandoned, the regulations applicable to abutting property shall apply to such abandoned right-of-way, except where such was a boundary of districts, such districts shall be extended to the centerline thereof.

SECTION 104.2 USE DISTRICTS (GENERAL SINGLE FAMILY RESIDENTIAL)

The uses that are permitted in each of the various “Use” districts and the regulations are established in **this section**. The express enumeration and authorization herein of a particular class of structure or use in a designated district shall be deemed a prohibition in all other districts where such are not specifically designated as allowable. A use that is not permitted in a particular district shall not be considered an accessory use in that district. The determination of whether or not a use is specifically ~~clarified~~ **permitted, permitted with conditions or not permitted** shall be determined by the ~~Board of Adjustment~~ **Zoning Inspector**. **Uses that the Zoning Inspector determines are not permitted or uses that the Zoning Inspector determines are permitted but with conditions that are questioned, may be appealed to the Board of Adjustment.**

A. R1 – RESIDENCE ONE DISTRICT (SINGLE DWELLING UNITS)

1. Intent and Purpose: To promote the development of areas primarily of single family dwellings, intending that all other uses be installed, operated and maintained in a manner so as to either complement, or at least be of a minimum disruption to such single family uses. Any use not in accordance with the Intent and Purpose, District Stipulations and Provisions, and Permitted Uses as set forth in this section shall be deemed a nuisance.
2. District Stipulations and Provisions (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):
 - a. The permitted uses shall be installed, operated and maintained in a manner commensurate with quiet family living, and all lighting shall be of a minimum necessary to serve the purpose for which it is intended.
 - b. If no density is established on any particular lot or parcel of land, then all provisions of the D10 District shall prevail.
 - c. No use shall be operated in such a manner as to cause a fire or explosion hazard; no use shall be allowed that will emit toxic fumes or generate toxic waste; neither shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, or glare to such an extent as to constitute a nuisance.
 - d. Signage:
 - i. General:
 - a) Signage shall be the minimum necessary to identify the permitted use.
 - b) No sign shall be installed in such a manner as to interfere with the view of a motorist or pedestrian entering a street from an alley, private drive or intersection.
 - c) Signs may be indirectly illuminated only to such an extent as may be necessary for a motorist to identify the use or occupant from a street adjacent to the subject property.
 - ii. On-Site Signs:
 - a) Shall be limited to one (1) single or double-faced sign for each permitted use located on the property for the purpose of identifying the occupants or uses, along with a reasonable amount of directional signs.
 - b) Shall be limited to two (2) square feet of panel area for residential and directional signs and six (6) square feet for non-residential permitted uses.
 - c) Shall be limited to a height of six (6) feet from the top of the sign to ground level.
 - iii. Political signs shall be removed within fourteen (14) days following any general or special election.
 - iv. Real Estate Sales
 - a) Shall be limited to a maximum panel area of four (4) square feet, except that larger temporary advertising panels pertaining to subdivisions may be displayed as provided under Section 103.8.
 - b) Shall be limited to one sign for each 200 feet of street frontage.

v. Subdivision Entrance:

- a) Limited to not more than two (2) signs at the major entrance to the subdivision.
- b) Shall have a maximum panel area of twenty (20) square feet per sign.
- c) Design, colors, materials, height and location shall be subject to the approval of the ~~Director~~ **Zoning Inspector**.
- e. A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet above ground level.

3. Permitted Uses:

- a. One single family residence on any lot or parcel containing the minimum square footage and dimensions prescribed by the existing density district.
- b. Up to four (4) additional single family residences on a single lot or parcel, subject to the following conditions:
 - i. Each residence must occupy an area which is the greater of either 10,000 square feet or the minimum square footage and dimensions of the existing density district, and must be able to conform to the required setbacks if the property should be divided.
 - ii. Access is provided to each additional residence by a dedicated public street or by a private ingress-egress easement having a minimum width of twenty (20) feet which does not encroach into the minimum required setbacks for the existing density district.
- c. Temporary offices, construction sheds, storage yards, work yards, and appurtenant signs, incidental to an approved subdivision development or construction project, for a period not to exceed twelve (12) months unless otherwise authorized by the Board of Adjustment ~~and Appeals~~.
- d. Group homes for the disabled as defined in the Fair Housing Act Amendments of 1988.
- e. Fences and free standing walls with a maximum height of six (6) feet above the ground; provided, however, that no fence or free standing walls shall be constructed in such a way as to create a hazard to safety by restricting the view of a driver entering a street from a private drive or alley or approaching the intersection of two streets.
- f. The non-commercial unenclosed storage of unlicensed; inoperable motor vehicles, parts, building materials and other materials necessary for the operation and maintenance of the household under the following conditions:
 - i. The storage area shall not exceed 200 square feet for up to one acre of gross lot area. Thereafter, an additional 100 square feet of storage space shall be allowed for each additional acre of land, up to a maximum of 2,000 square feet.

- ii. Storage shall be confined to the rear one-half of the property, and shall not encroach into any required setback.
 - iii. A wall or non-transparent fence not exceeding six feet in height may be required to minimize adverse visual impact.
 - g. Home gardens and flower propagation with the limited sale, as a home occupation, of products raised on the premises.
 - h. Other uses customarily accessory and incidental to the principle use and located on the same parcel therewith.
4. Uses Permitted Subject to a Use Permit:
- a. A detached guest house appurtenant to the main dwelling only, subject to the following conditions:
 - i. The guest house shall be confined to the rear one-half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.
 - ii. The total square footage of the guest house shall not exceed 800 square feet.
 - iii. A deed restriction shall be recorded for the subject property which prohibits the rental, lease or sale of the guest house.
 - b. Bed and breakfast establishments, subject to the following conditions:
 - i. Applicants for a use permit shall be the property owner.
 - ii. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
 - iii. The maximum duration of stay of any one guest shall be ten (10) days.
 - iv. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
 - v. All parking must be accommodated on the site.
 - vi. All meals or snacks provided to guests shall be served in a common dining area.
 - vii. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
 - viii. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the ~~Director~~ **Zoning Inspector** or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.
 - c. The keeping of individual animals not classified as household pets or domestic farm-type animals.
 - d. Non-commercial kennels.
 - e. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:

- i. Water Storage Tanks:
 - a) Shall be no taller than sixteen (16) feet.
 - b) Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
 - c) All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
 - ii. Water Wells
 - a) Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - b) Shall be made secure and vandal proofed
 - iii. Electrical and Natural Gas Facilities
 - a) Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
 - b) Shall be made secure and vandal proofed.
 - f. Home Occupations.
5. Uses Subject to a Conditional Use Permit:
- a. Bed and breakfast establishments subject to the same conditions as those under which a Use Permit may be granted, with the following exceptions:
 - i. Up to five bedrooms may be designated and/or occupied as guest rooms.
 - ii. Guest rooms may be located in buildings on the same property other than the main dwelling, provided, however, that these rooms shall contain no facilities for the storage or preparation of food.
 - iii. Guest rooms may be accessed by entrances other than the main entrance to the dwelling.
 - b. Golf courses, but no commercial driving ranges or miniature golf courses.
 - c. Churches, convents and parish houses.
 - d. Public schools and private and parochial schools providing a curriculum of general instruction comparable to public schools, together with fields, playgrounds and other related uses on the same parcel.
 - e. Institutions of higher education.
 - f. Nursery schools and day care centers.
 - g. Recreational facilities such as country clubs, swimming and tennis clubs with incidental limited commercial activities commonly associated with and directly related to the primary use.
 - h. Libraries, museums and other publicly owned and operated buildings

- i. Public parks and recreational facilities which may include eating and confectionery facilities and other accessory uses commonly associated with and directly related to the primary use, provided, however, that eating and confectionery facilities are located no closer than 300 feet from any adjacent residential property.
 - j. Cottage industries.
 - k. Other uses which can become harmonious or compatible with neighboring uses through the application and maintenance of qualifying conditions.
6. Temporary Uses: (Subject to the Provisions of Section ~~103.12~~, 101.3(E) Temporary Use Permits).

B. R1L – RESIDENCE ONE DISTRICT LIMITED (SINGLE DWELLING UNITS, RESTRICTED CONSTRUCTION)

- 1. Intent and Purpose: To promote the development of areas primarily of site-built single family detached dwellings, intending that all other uses be installed, operated and maintained in a manner so as to complement and cause a minimum disruption to such single family uses. Any use not in accordance with the intent and purpose, district stipulations and provisions and permitted uses as set forth in this section shall be deemed a nuisance
- 2. District Stipulations and Provisions:
 - a. No mobile/~~manufactured~~ home or recreational vehicle may be occupied as a permanent or temporary dwelling unit in the Residence One Limited zone.
 - b. All other stipulations and provisions shall be the same as those set forth in the Residence One zone.
- 3. Permitted Uses:
 - a. One conventional, modular, precut or prefabricated single family dwelling on any lot or parcel containing the minimum square footage and dimensions prescribed by the existing density district.
 - b. Up to four additional conventional, modular, precut or prefabricated single family dwellings, subject to the provisions of the Residence One District.
 - c. All other uses permitted in the Residence One District.
- 4. Uses Subject to a Use Permit: Shall be the same as the provisions in the Residence One zone.
- 5. Uses Subject to a Conditional Use Permit: Shall be the same as the provisions of the Residence One District.

6. Temporary Uses: Subject to the provisions of Section 103.12, Temporary Uses.

C. MHS – MOBILE/MANUFACTURED** HOME SUBDIVISION DISTRICT**

1. Purpose and Intent: This District provides for the exclusive placement and occupancy of mobile/**manufactured** homes for residential purposes on individually owned lots. The District standards promote developments of single-family residential character oriented toward permanent occupancy of medium density, five and one-half (5.5) units per acre or less.
2. Approvals: No building, structure or mobile/**manufactured** home shall be placed upon land in the MHS District until approval of a subdivision plat has been obtained and until a building permit has been issued.
3. Use Regulations:
 - a. Permitted Uses -
 - i. Mobile/**manufactured** homes.
 - ii. Private accessory buildings and uses, including home occupations, storage areas, swimming pool, and other similar accessory uses on individual lots
 - iii. Fences and free-standing walls with a maximum height of six feet above ground level; provided, however, that no fence or free-standing wall shall be constructed in such a way as to create a hazard to safety by restricting the view of a driver entering a street from a private drive or alley or approaching an intersection of two streets.
 - b. Uses Subject to Special Permit & Site Plan Approval -
The Planning and Zoning Commission may permit the following uses within the MHS District or at the time of subdivision plat approval for a planned development:
 - i. Communal recreation building, laundry facilities, swimming pool, playground and other common area uses for the exclusive benefit of subdivision residents.
 - ii. Golf courses, except miniature courses or practice driving tees operated for commercial purposes.
 - iii. Parks, playgrounds, and community-owned buildings.
 - iv. Temporary buildings used for the sale of lots.
4. Property Development Standards: The following property development standards shall apply to all land and structures in the MHS District:
 - a. Lot Areas - (1) Minimum area for a mobile/**manufactured** home lot: Six thousand (6,000) square feet. Lot Dimensions - (1) Minimum width: Sixty (60) feet.
 - b. Density and Intensity - There shall be not more than one (1) mobile/**manufactured** home per lot.

- c. Maximum Height - One story or fourteen (14) feet.
- d. Setback Requirements -
 - i. Minimum distance from any portion of the mobile/**manufactured** home and its accessory structures to the following lines shall be as specified
 - a) Front -- Ten (10) feet;
 - b) Side -- Eight (8) feet, with the following exception: five (5) feet to any canopy that is open on three sides, provided, however, that no mobile/ **manufactured** home may be placed closer than sixteen (16) feet from any other mobile/**manufactured** home within the subdivision;
 - c) Rear -- Ten (10) feet;
 - d) Exterior boundary of subdivision: Twenty (20) feet
 - ii. Design and Development Standards:
 - a) The minimum distance between main buildings or mobile/**manufactured** homes on adjacent lots is thirty (30) feet.
 - b) The minimum distance between a detached accessory building and the main building or mobile/**manufactured** home is ten (10) feet.
 - c) All utility lines shall be placed underground within the mobile/**manufactured** home subdivision. Each mobile/**manufactured** home lot shall be provided with all utilities.
 - d) The front yard of each lot and the street side of any lot shall be landscaped and maintained adjacent to all streets.
 - e) Exterior boundaries of the subdivision abutting a public street shall be provided with an opaque wall or fence having a height of six (6) feet and designed to create an attractive border. In addition, a setback of at least ten (10) feet in depth shall be appropriately designed and maintained as landscaped open space between any perimeter street and the required wall.
 - f) Exterior boundaries of the subdivision which do not abut a public street shall be bounded by a six (6) foot high solid wall or fence.
 - g) Trees shall be planted as follows: a minimum average of two (2) trees per lot, with a minimum trunk caliper of three-quarters (3/4) inch. A minimum fifty percent (50%) of the aforementioned tree requirement shall be planted in front yards and/or in landscaped areas adjacent to a dedicated public street.

5. Parking and Loading Requirements:

- a. Mobile/**manufactured** home subdivisions shall have vehicular access from a major street or highway.
- b. All lots within any mobile/**manufactured** home subdivision shall have frontage on a dedicated public street of at least thirty-two (32) feet in width.

- c. A minimum of two (2) parking spaces, each being not less than eight (8) feet by twenty (20) feet, exclusive of driveways, shall be provided on each mobile/**manufactured** home lot, and one (1) additional parking space for each five (5) mobile/**manufactured** homes shall be provided as guest parking.
- d. Parking for other than residential uses permitted within the **MHS District** shall conform with the provisions of Sections 103.6 and 103.7 or the stipulations of the Planning and Zoning Commission at the time of plat approval.

6. Signs:

The provisions of the R1 District, Section 104.2.A.2.d. (i) through (v) shall apply.

D. RR – RURAL RESIDENTIAL DISTRICT

1. Intent and Purpose:

- a. To provide a zone classification for those unincorporated areas of the County not committed to any specific urban use.
- b. To preserve and promote the beneficial aspects of rural living by reserving areas of the County for low-density residential uses with related agricultural and commercial pursuits.

2. District Stipulations and Provisions: (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):

- a. There shall be a lot area of not less than one acre.
- b. Required front and street side yard setbacks shall not be used for the parking or storage of inoperable motor vehicles. Neither shall operable or inoperable vehicles or vehicle accessories be parked in such a manner as to restrict the vision of persons entering a street or highway from a private drive, side street, or alley.
- c. Up to ten percent (10%) of the area of any lot or parcel may be used for the non-commercial, unenclosed storage of items necessary for the operation and maintenance of the household and permitted activities, provided, however, that such unenclosed storage shall be maintained in a neat and orderly manner, and provided further that such storage area shall be located no closer than twenty-five (25) feet from the nearest property line. The provisions of this paragraph shall not be construed so as to restrict the storage of firewood for use by the occupants of the premises.

- d. Where public or semi-public uses are established adjacent to residential uses, an opaque wall or fence six (6) feet in height may be required to be erected and maintained between such uses. Such wall or fence, however, may not exceed three (3) feet in height within fifteen (15) feet of the intersection of a private drive and a street, easement, or right-of-way.
- e. No use shall be operated in such a manner as to create an explosion or fire hazard; nor shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance to adjoining property holders.
- f. Signs: The following signs shall be permitted in the Rural Residential zone:
 - i. Residential Uses: One nameplate, not exceeding three (3) square feet in area, indicating name of occupant. The sign may be indirectly lighted.
 - ii. Agricultural, Public, Semi-Public and Other Permitted Uses: One appurtenant sign, unlighted or indirectly lighted, not exceeding sixteen (16) square feet in face area, or one unlighted or indirectly lighted free-standing sign, single or double-faced, not exceeding eight (8) square feet per face.
 - iii. Special Uses: Signs identifying special uses shall be as authorized by the use permit required for the establishment of special uses.
- g. Setback requirements shall conform to those required under D8 Density District.
- h. Building Height: A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.

3. Permitted Uses:

- a. One dwelling unit per acre up to a maximum of three dwelling units per individually owned parcel.
- b. All types of horticulture. The sale of horticultural products raised on the premises shall be permitted.
- c. ~~The non-commercial keeping of horses and other domestic farm type animals within fenced areas, subject to all current State and County health regulations.~~
- d. Household pets.
- e. Aviaries and apiaries, provided they are located no closer than thirty (30) feet from the nearest property line.
- f. The following occupations, when conducted within a residence or enclosed structure by the property holder and up to two employees not members of the household:

- i. Beauty and barber shops.
- ii. Handicraft manufacture and sales.
- iii. Fine arts studios, galleries, and schools.
- iv. Sewing and tailoring.
- v. Small appliance and small engine repair.
- vi. Key making and saw sharpening.
- vii. Bed and breakfast establishments.
- viii. Gunsmithing.
- ix. Real estate brokerage offices.
- x. General and specialty contracting offices.
- xi. Antique stores.
- xii. Florist shops.
- xiii. Professional offices.
- xiv. Other occupations which require no special signage or parking provisions and which may be operated in such a manner as to create a minimum disruption to the neighborhood in terms of noise, atmospheric emissions, and traffic.

4. Other Permitted Uses Subject to a Use Permit:

- a. Riding academies or riding clubs.
- b. The keeping or raising of animals for commercial purposes, including commercial stables.
- c. The keeping of poultry or rabbits for commercial purposes.
- d. The keeping of wild, exotic or non-domesticated animals.
- e. Dairies.
- f. Feed stores.
- g. Animal hospitals and veterinary clinics.
- h. Planing mills and custom furniture and cabinetry manufacturing operations.
- i. Commercial kennels.
- j. Day nurseries and nursery schools.
- k. Recreational facilities such as rodeo and roping arenas, tennis, swim and health clubs, and incidental limited commercial uses which are commonly associated and directly related to the primary use.
- l. Mineral extraction operations.

- m. Borrow pits.
- n. Firewood storage and sales yards.
- o. Mobile/manufactured home developments when the RR District is combined with a “T” District, subject to site plan review and approval.
- p. Other occupations which require no special signage or parking provisions but which may be operated in such a manner as to create a limited disruption to the neighborhood in terms of noise, atmospheric emissions, and traffic.

E. GR – GENERAL RURAL DISTRICT

1. Intent and Purpose:

- a. To provide a land use category for those unincorporated areas of Gila County not specifically designated in any other zone classification.
- b. To allow for a minimum regulation in the rural and sparsely populated areas of the County while still providing protection against uncontrolled urbanization or industrialization and fulfilling the statutory responsibility to conserve and promote the public health, safety, convenience and general welfare and plan and provide for the future growth and improvement of Gila County.

2. District Stipulations and Provisions: (supplemental to and/or supplanting the General Stipulations and Provisions,” Section 103):

- a. There shall be a lot area of not less than three acres.
- b. No use shall be operated in such a manner as to create a hazard to life or property, nor shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance to the adjoining property holders.
- c. Signs: Sign provisions shall be the same as those set forth in the RR District (Section 104.2(D)). **The following signs shall be permitted in the General Rural Residential zone:**
 - i. **Residential Uses: One name plate, not exceeding three (3) square feet in area, indicating name of occupant. The sign may be indirectly lighted.**
 - ii. **Agricultural, Public, Semi-Public and Other Permitted Uses: One appurtenant sign, unlighted or indirectly lighted, not exceeding sixteen (16) square feet in face area, or one unlighted or indirectly lighted free-standing sign, single or double-faced, not exceeding eight (8) square feet per face.**
 - iii. **Special Uses: Signs identifying special uses shall be as authorized by the use permit required for the establishment of special uses.**

- d. Setback Requirements/Space Between Buildings/Building Height:
 - i. No structure may be erected closer than ten (10) feet from a property line abutting a public street, private street, or non-exclusive ingress-egress easement.
 - ii. No structure may be erected closer than five (5) feet from any property line not abutting a public street, private street, or non-exclusive ingress-egress easement.
 - iii. No structure may be erected closer than six (6) feet from any other structure unless those structures are joined by a common breezeway.
 - iv. A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.

3. Permitted Uses:

- a. All uses permitted in the RR District with the limitation that there shall be no more than three individual housing units on any one lot or parcel.
- b. The following additional uses:
 - i. Riding academies or riding clubs.
 - ii. The keeping or raising of animals, other than hogs, for commercial purposes, including commercial stables.
 - iii. The keeping of poultry or rabbits for commercial purposes.
 - iv. Dairies.
 - v. Feed stores.
 - vi. Animal hospitals and veterinary clinics.
 - vii. Custom furniture and cabinetry manufacturing operations.
 - viii. Recreational facilities such as rodeo and roping arenas, tennis, swim and health clubs, and incidental limited commercial uses which are commonly associated and directly related to the primary use.
 - ix. Firewood storage and sales yards.

4. Other Permitted Uses Subject to a Use Permit:

- a. The keeping of wild, exotic or non-domesticated animals.
- b. Planing mills.
- c. Building, plumbing and electrical supply stores.
- d. Commercial kennels.
- e. Day nurseries and nursery schools.
- f. Mineral extraction operations.

- g. Sand and gravel extraction and classification operations.
- h. Borrow pits.
- i. Mobile/ **manufactured** home developments when the General Rural District is combined with a “T” District, subject to site plan review and approval.
- j. Other occupations and uses which may require special signage or parking provisions, but which may be operated in such a manner as to cause a minimum disruption to the neighborhood in terms of noise, visual impact, atmospheric emissions, and traffic.

F. SR -- SUBURBAN RANCH DISTRICT

1. Intent and Purpose: To preserve and promote the beneficial aspects of rural living by providing a zone classification for low density single family residential development on large tracts with related low intensity agricultural uses and minimal commercial activity.
2. District Stipulations and Provisions: (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103)
 - a. There shall be a lot area of not less than one acre.
 - b. The permitted uses shall be operated in a manner commensurate with the intent and purpose of this section, and all lighting shall be of the minimum necessary to serve the purpose for which it was intended.
 - c. No use shall be operated nor material stored in such a manner as to constitute a fire or explosion hazard or to cause to be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance or cause pollution of the groundwater.
 - d. Required front and street side yard setbacks shall not be used for the repair or storage of inoperable motor vehicles, nor shall operable or inoperable vehicles be parked or stored in such a manner as to restrict the view of motorists entering a street from an alley, side street or driveway; nor shall there be permitted the repair or storage of more than one unregistered, inoperable motor vehicle within the property boundaries.
 - e. Up to ten (10) percent of the lot area may be used for the unenclosed storage of items necessary for the operation and maintenance of the household or other permitted activities provided, however, that such storage shall be confined to the rear one-half of the property and that such storage be maintained in a neat and orderly manner. Such storage shall be maintained a minimum of twenty-five (25) feet from the nearest property line provided, however, that this distance may be waived if the adjacent property is shielded by an opaque fence or wall a

minimum of six (6) feet in height. Nothing in this section shall be construed to restrict the storage of firewood for use by the occupants of the premises.

- f. Where public or semi-public uses are established adjacent to residential uses, an opaque wall or fence up to six (6) feet in height may be required to be erected.
- g. Signs: See the provisions of R1 (Residence One District).
- h. Construction: Shall be limited to conventional, prefabricated, or precut type with the following exceptions: Mobile/**manufactured** or modular homes exceeding seven hundred twenty (720) square feet of living space, affixed to permanent foundation and for which an Affidavit of Affixture has been issued by the office of the Gila County Assessor.
- i. Setbacks: Fifty (50) feet front and street side yards; twenty (20) feet rear and interior side yards.
- ~~j. **Livestock:** The keeping of domestic livestock shall be permitted with the following stipulations: **(Moved to Section 104.B)**~~
- ~~i. Buildings for the housing of livestock shall be confined to the rear one half of the property and shall be located no closer than one hundred (100) feet from a front or side street property line or thirty (30) feet from a rear or interior property line.~~
- ~~ii. It shall be the responsibility of the livestock owner to ensure that all livestock is kept confined within the property boundaries.~~
- ~~iii. The keeping of dangerous wild, exotic or non-domestic animals shall be prohibited.~~
- ~~iv. All domestic animals shall be kept and maintained in such a manner as to conform with all applicable State and County health requirements and to cause a minimum of disruption to neighboring property owners in terms of noise, odor, and insect and vermin infestation.~~
- ~~v. There shall be no more than a combination of three (3) horses or cattle and a combination of five (5) sheep or goats and a combination of forty (40) rabbits or poultry for each acre of lot area.~~
- ~~vi. Up to two (2) swine per acre shall be permitted, provided that all applicable state and county health and livestock requirements are met.~~
- k. No structure may be erected closer than six (6) feet from any other structure unless joined by a breezeway.
- l. A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.

3. Permitted Uses:

- a. One main residence and one detached, non-rental guest house with separate kitchen and sanitary facilities.

- b. Aviaries and apiaries provided such are confined to the rear one-half of the property and are located no closer than thirty (30) feet from the nearest property line.
- c. The following home occupations when conducted within the residence or other fully enclosed structures:
 - i. Sales of handicrafts produced on the premises.
 - ii. Fine arts studios.
 - iii. Sewing and tailoring.
 - iv. Small appliance repair.
 - v. Key making and saw sharpening.
 - vi. Gunsmithing.
 - vii. General and specialty contracting offices, but not equipment storage yards.
 - viii. Bed and breakfast, limited to maximum of two (2) guest rooms within the main residence.
 - ix. Other occupations which require no special signage and parking provisions and which may be operated in such a manner as to create a minimum disruption to the neighborhood in terms of noise, atmospheric emissions, environmental damage, and traffic.
 - x. The occasional sale of surplus firewood, dairy products, honey, eggs, baked goods, individual animals, and produce.

G. SFR – SINGLE FAMILY RURAL DISTRICT

- 1. Intent and Purpose: To preserve and promote the beneficial aspects of rural living by providing a zone classification for single family residential development.
- 2. District Stipulations and Provisions (supplemental to and/or supplanting the “General Stipulations and Provision,” Section 103):
 - a. Any future division of land must comply with the density district requirements.
 - b. The permitted uses shall be installed, operated and maintained in a manner commensurate with quiet family living and the intent and purpose of this section. All lighting shall be of a minimum necessary to serve the purpose for which it was intended.
 - c. No use shall be operated nor material stored in such a manner as to constitute a fire or explosion hazard or to cause to be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance or cause pollution of the groundwater.
 - d. Required front and street side-yard setbacks shall not be used for the parking or storage of inoperable motor vehicles, nor shall operable or inoperable vehicles be parked or stored in such a manner as to restrict the view of motorists entering a

street from a side street or driveway; nor shall there be permitted the parking or storage of more than one unregistered, inoperable motor vehicle within the property boundaries.

- e. No use shall allow the unenclosed storage of materials in such a manner or to such an extent as to constitute a Junk Yard as defined in Section 102 of this Zoning Ordinance.
- f. There shall be no more than one (1) travel trailer or recreational vehicle stored on the same lot. Recreational vehicles shall not be used as permanent dwellings.
- g. Construction of Dwelling: Shall be limited to conventional, prefabricated or precut type exceeding seven hundred twenty (720) square feet, with the following exceptions: Mobile/**manufactured** or modular homes manufactured and maintained in accordance with current HUD specifications, exceeding seven hundred twenty (720) square feet of living space, affixed to a permanent foundation or set on permanent piers, and for which an Affidavit of Affixture has been issued by the Office of the Gila County Assessor. Such mobile/**manufactured** or modular homes that are on piers shall be skirted.
- h. A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.
- i. All provisions of Section 104.8(A) - Density Districts-General Regulations shall apply.
- ~~j. **Animals:** One horse shall be allowed per each 5,000 square feet of lot, with the following stipulations:
 - 1. ~~Buildings for housing of horses shall be confined to the rear half of the property.~~
 - 2. ~~The keeping of dangerous wild, exotic or non-domestic animals shall be prohibited.~~
 - 3. ~~All horses shall be kept and maintained in such a manner as to conform with all applicable State and County health requirements and cause minimum disruption to neighboring property dwellers in terms of noise, odor and insect or vermin infestation.~~~~

3. Permitted Uses:

- a. One single family dwelling on any lot or parcel of land which may, in addition, contain quarters for servants or non-paying guests provided no facilities for preparation or cooking of food are contained therein. If such quarters are detached from the main building, such accessory buildings shall be located no closer to property lines than is allowed for the main building.
- b. Aviaries shall be permitted; however, they must be located no closer than seven (7) feet from the property line.

- c. Up to five percent (5%) of the lot area may be used for the non-commercial unenclosed storage of materials or items necessary for the operation and maintenance of the household provided; however, that such storage shall be confined to the rear half of the property and be maintained in a neat and orderly manner. Such storage shall be maintained a minimum of seven (7) feet from the nearest property line; however, this distance may be waived if the adjacent property is shielded by an opaque fence or wall a minimum of six (6) feet in height. Nothing in this section shall be construed to restrict the storage of firewood for use by the occupants of the household.
 - d. Signs: As provided in ~~Paragraph 3k of~~ R1, Residence One District.
 - e. Allowed are fences and free-standing walls with a maximum height of six (6) feet above ground level provided; however, that no fence or free-standing wall shall be constructed in such a way as to create a hazard to safety by restricting the view of drivers entering a street from a private drive or alley or approaching an intersection of two streets.
4. Other permitted uses are those customarily accessory and incidental to the principal use and located on the same lot.

SECTION 104.3

USE DISTRICTS (MULTI-FAMILY RESIDENTIAL)

A. R2 – RESIDENCE TWO DISTRICT (MULTIPLE DWELLING UNITS UNDER ONE ROOF)

- 1. Intent and Purpose: To promote the development of residential areas containing, as a general rule, a heavier concentration of people than the R1 District, but still maintaining the other desirable living features thereof.
- 2. District Stipulations and Provisions: (Supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):
 - a. The permitted uses shall be installed, operated and maintained in a manner commensurate with quiet family living, and all lighting shall be of a minimum necessary to serve the purpose for which it is intended.
 - b. A Conditional Use Permit shall be required for any building exceeding two stories or thirty (30) feet in height.
- 3. Permitted Uses:
 - a. All uses permitted in R1 District.
 - b. Multiple living units, apartment houses and apartment hotels, provided all such living units permitted on any particular lot or parcel of land must be confined in one building.

- c. Structures containing five or more living units shall be permitted subject to a Use Permit.

4. Density and Intensity of Use:

- a. Use density shall be limited to seven dwelling units per gross acre.
- b. Where multifamily dwellings are confined to single lots, there shall be a lot area of no less than six thousand (6,000) square feet.
- c. There shall be a minimum lot area of two thousand (2,000) square feet per dwelling unit.
- d. Lot coverage shall not exceed fifty percent (50%).
- e. Minimum lot width shall be sixty (60) feet.
- f. Front, rear and side yard setbacks shall conform to those applicable in the R1 District.
- g. There shall be a minimum distance between buildings of ten (10) feet.

B. R3 – RESIDENCE THREE DISTRICT (MULTIPLE DWELLING UNITS)

- 1. Intent and Purpose: To promote the development of residential areas containing as a general rule heavier concentration of people than the R1 District, but still maintaining the other desirable living features thereof other than the establishment of additional building necessitated by installation of multiple living units on lots and parcels of land.
- 2. District Stipulations and Provisions: (Supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):
 - a. The permitted uses shall be installed, operated, and maintained in a manner commensurate with quiet family living, and all lighting shall be of a minimum necessary to serve the purpose for which it is intended.
 - b. A Conditional Use Permit shall be required for buildings exceeding three (3) stories or thirty-six (36) feet in height.
- 3. Permitted Uses: (See Permitted Use tables in back)
 - a. All uses permitted in R2 Districts, except that all living units permitted on any particular lot or parcel of land need not be confined under one common roof.
 - b. Structures containing five or more living units shall be permitted subject to a Use Permit.

4. Density and Intensity of Use:

- a. Use density shall be limited to ten (10) dwelling units per gross acre.
- b. Where multi-family dwelling units are confined to a single lot, there shall be a lot area of no less than six thousand (6,000) square feet.
- c. There shall be a minimum lot area of one thousand (1,000) square feet per dwelling unit.
- d. Lot coverage shall not exceed fifty percent (50%).
- e. Minimum lot width shall be sixty (60) feet.
- f. Front, rear and side yard setbacks shall conform to those applicable in the R1 District.

C. R4 – RESIDENCE FOUR DISTRICT (TRANSITIONAL RESIDENTIAL-COMMERCIAL)

- 1. Intent and Purpose: Adaptable as a buffer between higher residential districts and the lower use districts. While this District permits a mixture of uses, the residential features should be reasonably protected, particularly those in adjacent higher residential districts.
- 2. District Stipulations and Provisions: (Supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):
 - a. The permitted uses shall be installed, operated, and maintained in a manner commensurate with quiet family living, and all lighting shall be of a minimum necessary to serve the purpose for which it is intended.
 - b. A Conditional Use Permit shall be required for buildings exceeding three (3) stories or thirty-six (36) feet in height.
- 3. Permitted Uses:
 - a. All uses permitted in R3 District, except that unless specifically provided herein to the contrary, the following is waived:
 - i. Requirement for use permit, except where such use is adjacent to a higher class residential district.
 - ii. Home occupations permitted sign in conformity to sign allowed for other uses in the District.
 - b. Fraternity and sorority houses.
 - c. Orphanages and homes for aged.
 - d. Rooming and boarding houses.

- e. Hotels, motels and guest lodges.
- f. Hospitals or sanitariums for the treatment of human ailments, nursing or convalescent homes. Any building so used shall be not less than fifty (50) feet from any adjoining property. These uses shall be subject to a use permit.
- g. Nursery schools subject to a use permit.
- h. Private clubs and lodges, provided the chief activity is not a service customarily carried on as a business. A dining room and/or bar may be operated incidental thereto for the benefit only of the members and their guests, and provided no sign shall be displayed in connection with such accessory use, except the name thereof.
- i. Mobile/Manufactured Home Developments when the R4 District is combined with a "T" District, subject to a site plan review and approval by the ~~Planning Director~~ **Zoning Inspector**, and/or Planning and Zoning Commission and the issuance of a use permit. Non-compliance with the use permit and site plan will be cause for revocation of the Use Permit.
- j. Revival tents and buildings.
- k. Radio and transmitter stations and tower for automatic transmitting, wherein only maintenance personnel are employed, and provided further that no tower shall be located closer than its height to any adjacent property or public right-of-way.
- l. Offices wherein professional, administrative, clerical and/or sales services only are rendered, subject to a use permit.
- m. The following uses when conducted within a residence by the occupant thereof, and allowing two employees, not members of the household:
 - i. Beauty and barber and massage.
 - ii. Hand binding and tooling.
 - iii. Photographic and art.
 - iv. Teaching of individual or class instruction of the fine arts.
 - v. Tailoring, including hand cleaning and spotting only.
 - vi. Cleaner pick-up.
 - vii. Clock, radio, television, precision and musical instruments; optical.
- n. Signs: The following supplements sign permission from R3 District
 - i. On Site Signs: Single or double-faced signs identifying the use and/or occupants thereof.
 - a) Limited to a total aggregate panel area for such signs of one hundred twenty (120) square feet, except that same may be increased up to two hundred (200) square feet at the rate of one square foot of panel area for each lineal foot of lot width in excess of one hundred (100) feet. No one panel area shall exceed sixty (60) square feet.
 - b) Signs exceeding six (6) square feet of panel area limited to an eight (8) foot minimum bottom height and a twelve (12) foot maximum top height.

- c) Placing of such signs other than flush to or forward of the front of the main building shall require the securing of a Use Permit.
- ii. Structures containing five or more living units shall be permitted subject to a Use Permit.

4. Density and Intensity of Use:

- a. Use density shall be limited to twenty (20) dwelling units per gross acre.
- b. Where multifamily dwellings are confined to single lots, there shall be a lot area of no less than six thousand (6,000) square feet.
- c. There shall be a minimum lot area of eight hundred (800) square feet per dwelling unit.
- d. Lot coverage shall not exceed fifty percent (50%).
- e. Minimum lot width shall be sixty (60) feet.
- f. Front, rear and side yard setbacks shall conform to those applicable in the R1 District.
- g. There shall be a minimum space between buildings of ten (10) feet for buildings up to two stories in height and an additional ten (10) feet for each additional story.

D. TRANSITIONAL RESIDENTIAL (TR)

1. Intent and Purpose:

- a. To provide a degree of flexibility in land use in transitional areas where a mixture of residential and light commercial uses will be beneficial.
- b. To allow for certain mixed-use developments subject to an approved site plan, provided such developments shall be in harmony with, and will result in a minimum disruption to, surrounding uses.
- c. To create transitional zones to serve as buffers between residential districts and commercial or industrial districts.

2. District Stipulations: Shall conform to the stipulations of the Residence One District, with the following exceptions or additional provisions:

- a. Retail, service and professional uses established within this District shall be limited to those primarily concerned with serving the incidental daily needs of adjacent residential uses.
- b. Non-residential uses shall be conducted within a completely enclosed building.

- c. No use shall be conducted in such a manner as to constitute an explosion or fire hazard, nor shall there be emitted into the atmosphere smoke, radiation, odor, dust, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance.
 - d. No commercial activity shall be permitted between the hours of 11:00 P.M. and 6:00 A.M.
 - e. Outdoor lighting for non-residential uses shall be hooded or shielded so as to deflect light away from adjacent residential area.
 - f. No outdoor area lighting shall be permitted between the hours of 11:00 P.M. and 6:00 A.M. except for a minimum necessary to provide for security and public safety.
 - g. Signage:
 - i. The provisions of the Residence Four District shall apply to signs identifying non-single family residential uses.
 - ii. No illuminated signs identifying non-residential uses shall be permitted between the hours or 11:00 P.M. and 6 A.M.
 - iii. Additional or modified signage subject to an approved ~~Property~~ Development Plan.
3. ~~Property~~ Development Plan: Application for a change to the TR zoning classification or for a permit for construction or site work related to multi-family, commercial, professional or mixed use shall be subject to the approval by the ~~Director~~ **Zoning Inspector** or Board of Supervisors, as appropriate, of a ~~Property~~ Development Plan.
- a. Application for approval of a ~~Property~~ Development Plan shall be made on a form provided for such purpose by the Community Development Division and shall be accompanied by maps, drawings and such other materials necessary to show the following:
 - i. A site plan, drawn to scale, showing the location and proposed use of all site improvements.
 - ii. On-site parking arrangements, including loading areas.
 - iii. Signage provisions for all proposed uses.
 - iv. The location and treatment of landscaped areas.
 - v. The purposed off-site circulation pattern including, as appropriate, right-of-way dedications, street improvements, traffic control measures, location and design of driveway openings, acceleration/deceleration lanes.
 - vi. Such additional information as the ~~Director~~ **Zoning Inspector** may deem necessary to evaluate the impact of the proposed development on surrounding uses.

4. Permitted Uses:

- a. All uses permitted in the Residence Three District subject to the provisions of Section 104.3(A)(4) - Density and Intensity of Use.
 - b. Mobile/Manufactured Home Developments when the TR District is combined with the T District.
 - c. Administrative, professional and executive offices.
 - d. Financial institutions.
 - e. Medical, dental and related health services for humans, along with the sale of articles clearly incidental to the services.
 - f. Public utility service offices.
 - g. General retail business establishments engaged in selling goods and services to the public provided that the gross floor area of such establishments shall not exceed 2,500 square feet.
 - h. Specialty bakeries, confectionery and specialty food establishments with limited on-site food consumption.
 - i. Arts and crafts galleries and sales.
 - j. Bed and breakfast establishments under the provisions of Section 104.2 A.5., but not subject to a Conditional Use Permit
 - .
 - k. Home occupations and cottage industries.
 - l. Churches, convents and parish houses.
 - m. Private and semi-public golf courses when developed in conjunction with an approved residential development.
- 5. Uses Subject to a Use Permit: Shall be the same as the provisions of the Residence One District ~~except as specifically permitted in Section 104.2 P.4. above.~~
 - 6. Uses Subject to a Conditional Use Permit: Shall be the same as the provisions of the Residence One District except as specifically permitted in Section 104.2 P.4. above.
 - 7. Temporary Uses: (Subject to the provisions of Section 103.12 Temporary Uses).

SECTION 104.4
USE DISTRICTS (COMMERCIAL)

A. C1 -- COMMERCIAL ONE DISTRICT (NEIGHBORHOOD CONVENIENCE DISTRICT)

1. Intent and Purpose: To accommodate only those small-scale retail and service establishments which are directly concerned with serving the incidental daily convenience needs of immediately adjacent residential area. The size of any C1 area should be limited to that area necessary to serve a given neighborhood and should be developed contiguously. All neighborhood commercial areas should be located and developed in a manner to complement and be compatible with the residential character of the neighborhood.
2. District Stipulations and Provisions (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):
 - a. A shopping center or contiguous commercial area developed under the provisions of this section shall be limited to a maximum site area (gross land area) of four (4) acres and maximum gross floor area of thirty thousand (30,000) square feet.
 - b. All operations and storage shall be conducted within a completely enclosed building or within an area enclosed by an opaque wall or fence six (6) feet high, or by an approved landscaping screen.
 - c. There shall be a six (6) foot high opaque wall, fence, or approved landscape screen along rear and/or side property lines adjacent to any residential district.
 - d. All outdoor lighting shall be hooded or shielded so as to deflect light away from adjacent residential districts.
 - e. No use shall be conducted in such a manner as to constitute an explosion or fire hazard, nor shall there be emitted into the atmosphere smoke, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance.
 - f. Sales of junk, as defined in Section 102 of this Zoning Ordinance, shall be prohibited within the boundaries of this District.
 - g. No commercial activity shall be permitted between the hours of 11:00pm and 6:00am, except for a minimum necessary to provide for security and public safety.
 - h. No outdoor area lighting or illuminated signs shall be permitted between the hours of 11:00PM and 6:00AM, except for a minimum necessary to provide for security and public safety.
 - i. The sale of intoxicating beverages shall be restricted to that for off-site consumption only.
3. Permitted Uses:
 - a. Retail establishments selling a line of convenience goods similar to that of supermarkets, but more limited in scale.
 - b. Service establishments classified by S.I.C. two-digit code numbers **as follows:**

- 72 Personal Services (Beauty & Barber Shops; Laundromats, etc)
- 73 Business Services (Janitorial and Secretarial Services, Pest Control etc.)
- 76 Miscellaneous Repair Services
- 80 Health Services
- 81 Legal Services
- 82 Educational Services
- 84 Museums, Art Galleries, Botanical & Zoological Gardens
- 89. Miscellaneous Services (Tax Services and Similar)

c. Insurance agencies and real estate sales and brokerage offices.

4. Uses Subject to a Use Permit:

- a. Banks, credit unions and personal finance companies.
- b. Gasoline service stations, subject to the following:
 - i. Facilities for tire changing and repair, polishing, greasing, washing and minor repair and servicing of motor vehicles shall be entirely within an enclosed building.
- c. Structures shall be of a design that is appropriate to the area in which they are constructed.
 - i. Such other limitations as ~~the Director~~ **Zoning Inspector** may deem appropriate to insure harmony with the surrounding neighborhood.
- d. Retail trade establishments classified by S.I.C. two-digit code numbers **as follows:**

- 52 Building Materials
- 56 Apparel and Accessory Stores
- 57 Furniture, Home Furnishings and Equipment Stores
- 58 Eating and Drinking Places

e. Service establishments classified by S.I.C. two-digit code numbers **as follows:**

- 78 Motion Pictures
- 79 Amusement and Recreation Services, except Motion Pictures
- 83 Social Services
- 86 Memberships Organizations (Churches, Lodges, and similar)

5. Signs (See “General Stipulations and Provisions” - Sec. 103.8). The following supplements sign permission from R4 District

- a. On Site Signs: (Single or double-faced signs identifying the use and/or occupants thereof):

- i. Limited to a total aggregate panel area for all such signs of 200 sq. ft. except that same may be increased at the rate of one square foot of panel area for each lineal foot of lot width in excess of 50 feet, and provided that directional signs not exceeding 6 square feet of panel area shall not be counted against aggregate panel area. No one panel area to exceed 100 square feet.
 - ii. Limited to 20 ft. maximum height and any sign portion extending into any required yard or parking area limited to a minimum 10 ft. bottom heights, and provided further that any directional sign shall be limited to a 6 foot maximum height.
 - iii. May be illuminated except that any direct illumination must be located flush to or forward of the front of the main building, and is limited to a maximum transformer capacity of a constant 30 MA.
 - iv. No sign other than a flush sign, all parts of which are on the front of the main building, shall be closer than 25 feet to a residential district.
 - b. Deleted on February 5, 1998.
6. Yards Required (Except as required under “General Stipulations and Provisions,” Section 103):
- a. Front: A minimum of twenty (20) feet from any street.
 - b. Side: None; provided, however, that no building shall be closer than twenty (20) feet to any residential district or any side street or intervening alley.
 - c. Rear: A minimum of twenty (20) feet.
7. Parking: Subject to the provisions of Section 103.6.
8. Building Height: No building shall exceed a height of two stories or thirty (30) feet.
9. Building Density: The total gross area of all buildings shall not exceed fifty percent (50%) of the total area of the lot.

~~S.I.C. CODES RELATING TO C1 ZONING IN GILA COUNTY ZONING ORDINANCE~~

- ~~52 — Building Material, Hardware, Garden Supply and Mobile Manufactured Home Dealers~~
- ~~56 — Apparel and Accessory Stores~~
- ~~57 — Furniture, Home Furnishings and Equipment Stores~~
- ~~58 — Eating and Drinking Places~~
- ~~72 — Personal Services (Beauty and Barber Shops; Laundromats, etc.)~~
- ~~73 — Business Services (Janitorial and Secretarial Services, Pest Control and similar)~~

- ~~76 — Miscellaneous Repair Services~~
- ~~79 — Amusement and Recreation Services, except Motion Pictures~~
- ~~80 — Health Services~~
- ~~81 — Legal Services~~
- ~~82 — Education Services~~
- ~~83 — Social Services~~
- ~~84 — Museums, Art Galleries, Botanical and Zoological Gardens~~
- ~~86 — Membership Organizations (Churches, Lodges, and similar)~~
- ~~89 — Miscellaneous Services (Tax Services and similar)~~

B. C2 – COMMERCIAL TWO DISTRICT (INTERMEDIATE COMMERCIAL)

1. Intent and Purpose: To permit most types of commercial activities oriented to a larger segment of population than the average neighborhood. This District is designed for cluster application along major streets or highways. Although uses within this District should be operated in such a manner as to be compatible with surrounding residential uses, this District is not intended for mixed residential and commercial uses.
2. District Stipulations and Provisions (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):
 - a. Shopping center development within this District shall be limited to 150,000 square feet of gross leasable area on sites no larger than twenty-five (25) gross acres.
 - b. All operations and storage shall be conducted within a completely enclosed building or within an area contained by an opaque six (6) foot high wall, fence, or approved landscape screen.
 - c. There shall be a six (6) foot high opaque wall, fence, or approved landscape screen on rear and side property lines adjacent to any residential district.
 - d. All outdoor lighting shall be hooded or shielded so as to deflect light away from adjacent residential districts.
 - e. No use shall be conducted in such a manner as to constitute an explosion or fire hazard, nor shall there be emitted into the atmosphere smoke, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance.

- f. Sales of junk, as defined in Section 102 of this Zoning Ordinance, shall be prohibited within the boundaries of this District.

3. Permitted Uses:

- a. All uses allowed in the C1 District.
- b. Retail sales of apparel and accessories; shoes; dry goods; foods; drugs and pharmaceutical; flowers and gardening supplies; hobby and craft supplies; jewelry; package liquor; music, records and related products; books, magazines, stationery and related products; paints, wallpaper and glass; sporting goods; toys; variety store goods; similar convenience goods which can be displayed and sold in accordance with the District stipulations.
- c. Office building uses related to any of the following: Government; executive; administrative; professional; accounting; estate; research; design and sales; banking, savings and loan, stock brokerage and related financial services.
- d. Health services such as hospital, clinics, medical and dental offices, veterinary clinics, nursing homes, and homes for the aged.
- e. Establishments serving food or beverages, indoors or out-of-doors, including entertainment and dancing, but excluding drive-in and carry-out services (see 4b, below).
- f. Repair and construction service establishments having enclosed workshop combined with retail outlet or office, such as heating and plumbing, equipment, electrical fixtures and service, air conditioning, custom upholstery and furniture repair, auto body, tire retreading, tool sharpening, sign painting, auto, boat and truck parts, and similar activities no more objectionable in character.
- g. Commercial recreation enterprises such as golf driving ranges, miniature golf, bowling alleys.
- h. Signs: (See “General Stipulations and Provisions,” Section 103.8). The following supplements sign permission from C1 District:
 - i. On Site Signs: Single or double-faced signs identifying the use and/or occupants thereof:
 - a) Limited to a total aggregate panel area for all such signs of three hundred (300) square feet, except that same may be increased at the rate of one (1) square foot of panel area for each lineal foot of lot width in excess of fifty (50) feet, and provided that directional signs not exceeding six (6) square feet of panel area shall not be counted against aggregate panel area. No one panel area shall exceed one hundred (100) square feet.

- b) Limited to twenty (20) feet maximum height, and any sign portion extending into any required yard or parking area limited to a minimum ten (10) feet bottom height.
 - c) May be illuminated, except any direct illumination is limited to a maximum transformer capacity of thirty (30) MA.
 - d) No sign other than a flush sign, all parts of which are on the front of the main building, shall be closer than twenty-five (25) feet to a residential district.
- ii. Deleted on February 5, 1998.

4. Uses Subject to Use Permits:

- a. Indoor or outdoor sales or rental of new and used autos, trucks, boats, mobile/
manufactured homes, trailers, agricultural implements, lumber, lawn furniture, nursery stock and home gardening supplies and equipment; provided that no sales, rentals or displays are performed in the required front setback.
- b. Drive-in establishments, including eating and drinking places and car washes; provided that all structures are architecturally compatible with the area in which they are constructed.
- c. Hotels and motels, subject to the following:
 - i. All direct vehicular access shall be from an abutting arterial street or highway.
 - ii. Paved areas shall be reduced to the smallest area commensurate with efficient operation and function of the site. All unpaved areas shall be maintained in lawns, landscaping, or recreational areas.
- d. Gasoline service station, subject to the following:
 - i. Facilities for tire changing and repair, polishing, greasing, washing and minor repair and servicing of motor vehicles shall be entirely within an enclosed building. ~~Access to the building shall be from the rear.~~
 - ii. All structures shall be of unique design that is appropriate to the area in which they are constructed.
 - iii. Paved areas shall be reduced to the smallest area commensurate with efficient operation and function of the site. All unpaved areas shall be maintained in lawns and landscaping. The frontage to any street shall be landscaped to a minimum depth of fifteen (15) feet from the right-of-way line. Drives of maximum width of thirty-three (33) feet may penetrate frontage landscaping.
 - iv. Minimum lot size is twenty two thousand five hundred (22,500) square feet, and minimum frontage is two hundred (200) feet.
 - v. All sources of artificial light shall be concealed from view, except for free standing standards, which shall have translucent covers so as to diffuse the light and eliminate glare.
- e. Drive-in theaters, provided that:

- i. The screen surface is not visible from the street.
 - ii. All direct vehicle access is from an abutting arterial street or highway.
- 5. Yards Required (Except as required under “General Stipulations and Provisions,” Section 103): Same as C1 District.
- 6. Building Height: A Conditional Use Permit shall be required for any building exceeding three (3) stories or thirty-six (36) feet in height. Further, no building exceeding two (2) stories or thirty (30) feet in height shall be permitted within three hundred (300) feet of any residential district.
- 7. Building Density: The total of all buildings shall not exceed an area greater than fifty percent (50%) of the total lot area.

C. C3 – COMMERCIAL THREE DISTRICT (CENTRAL COMMERCIAL DISTRICT)

- 1. Intent and Purpose: To provide a district wherein a full range of sales, services, and office uses are permitted, and wherein the density of traffic and building area are not conducive to residential development.
- 2. District Stipulations and Provisions: (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):
 - a. There shall be a six (6) foot high opaque wall, fence, or approved landscape screen adjacent to any residential district.
 - b. All outdoor lighting shall be hooded or shielded so as to deflect light away from any residential district or public right-of-way within two hundred (200) feet of said lighting.
 - c. No use shall be operated in such a manner as to be an explosion or fire hazard, nor shall there be emitted into the atmosphere any smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance.
 - d. Sales of junk, as defined in Section 102 of this Zoning Ordinance, shall not be conducted within three hundred (300) feet of any residential district; further, such sales shall be conducted within a fully enclosed building or within an area shielded by a six (6) foot high opaque wall, fence, or approved landscape screen.
- 3. Permitted Uses:
 - a. All uses allowed within the C2 District, with the exception that the following requirements shall be waived:
 - i. Requirement for a use permit
 - ii. ~~Requirement that tire changing and repair, etc. (102.F.4g), facilities be entered from the rear.~~

- b. Multiple family dwellings or efficiency apartments, provided such are located above the first floor of commercial buildings.
 - c. Wholesaling, warehousing, and enclosed storage of food, household goods, and equipment; refrigerated warehousing; food lockers, general storage.
 - d. Commercial parking lots and garages.
 - e. Restaurants, nightclubs, and related activities, with on-site consumption of alcoholic beverages.
 - f. Body and fender work within a fully enclosed building, and related storage of vehicles and parts within a yard enclosed by a six (6) foot high opaque wall or fence or approved landscape screen.
 - g. Sexually oriented business, Subject to the provisions of Section 103.11.
4. On-Site Signs: Requirements shall be the same as those set forth in the C2 District (See 5c below for Off-Site Sign Requirements).
5. Uses Permitted Subject to a Conditional Use Permit:
- a. Facilities for the dismantling of automobiles and sale of used auto parts, with the further stipulation that such activity shall not be permitted within three hundred (300) feet of any residential district.
 - b. Sales of liquid petroleum gas, with the further provision that no above-ground storage tank in excess of one hundred (100) gallon capacity may be located within three hundred (300) feet of any residential district, hospital, school, or public facility.
 - c. Off-Site Signs (Billboards): Single or double-faced off-site signs may be permitted on a lot subject to the following conditions and restrictions:
 - i. Off-site signs shall be located only along arterial roads that are designated as State highways.
 - ii. Off-site signs shall not be located within 200 feet of a residential zone.
 - iii. No such sign shall be located in any block in which the front third of any of the lots used for residential purposes comprise 50% or more of the block frontage.
 - iv. Off-site signs shall not be located within 1500 feet of another off-site sign.
 - v. Off-site signs shall not be located within 50 feet of any on-site freestanding sign located along the same side of the street. A site plan shall be required noting the proposed signs relation to existing signage and to insure the proposed sign will not impede the visibility of existing signage.

- vi. Off-site signs shall not be located on a designated scenic route.
- vii. Off-site signs shall not encroach upon or overhang any public right-of-way or adjacent property. In addition, off-site signs shall be setback a minimum of three feet from any structure or building on the same parcel and a minimum of three feet from any adjacent property line. Refer to Construction Standards Matrix for Off-Site Signs for additional information.
- viii. Off-site signs shall comply with Gila County's Dark Sky Ordinance and all applicable Building Codes and Regulations in place at the time of permit issuance.
- ix. ~~ADOT approval~~ **Approval from the Arizona Department of Transportation** shall be received prior to the issuance of any Gila County sign or building permits.
- x. It shall be the policy of Gila County to disallow rezoning of a property solely for the purpose of installing off-site signage.
- xi. In addition to the provisions of Section 103.8 – Signs, all off-site signs shall conform to the Construction Standards Matrix for Off-Site Signs.

Construction Standards Matrix for Off-Site Signs (Billboards):

Highway Speed Limit	Maximum Height	Maximum Panel Area	R.O.W. Setbacks
0 to 35 MPH	20 feet	72 sq. feet	10 feet
36 to 55 MPH	22 feet	144 sq. feet	10 feet
56 to 75 MPH	24 feet	301 sq. feet	10 feet
76 MPH and up	To be determined in the future if / as necessary		

- d. Other uses compatible with the intent and purpose of the District but not specifically enumerated herein.
 - i. Yard Required: There shall be no minimum yard requirement, with the exception that no structure except a required fence or wall may be closer than twenty (20) feet from any residential district.
 - ii. Building Height: Buildings exceeding three stories or forty (40) feet in height shall be subject to a Conditional Use Permit. Further, no building exceeding two stories or thirty (30) feet in height shall be permitted within three hundred (300) feet of any residential district.
 - iii. Building Density: There shall be no restriction on building density, provided, however, that all parking requirements for the permitted uses are met.

SECTION 104.5
USE DISTRICT (INDUSTRIAL)

A. M1 – INDUSTRIAL ONE DISTRICT (LIGHT INDUSTRY)

1. Intent and Purpose: To provide the type of industrial uses which, while not necessarily attractive in operational appearance, such use is conducted in a manner so as not to cause inconvenience to neighboring properties.
2. District Stipulations and Provisions (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):
 - a. No use shall be operated in such a manner as to be an explosion or fire hazard; nor shall there be emitted into the atmosphere any smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance.
 - b. Residential uses, other than one dwelling unit for occupancy by caretaker and family, are discouraged and shall be permitted under a use permit only where it is shown that such permission will not cause a shortage of land for future industrial development.
3. Permitted Uses:
 - a. All uses permitted in C3 District, except residential, and except that, unless specifically provided herein to the contrary, the following limitations are waived:
 - i. Use permits.
 - ii. Maximum area to be occupied by any use.
 - iii. Confining any use to closed buildings.
 - b. All industrial uses wherein the operation of such complies with the “Intent and Purpose” and “Stipulation” of this District and do not impose hazard to health or property in the neighborhood.
 - i. Where uncertainty exists as to compliance with the “Intent and Purpose” and “Stipulations,” the Board of Adjustment shall determine.
 - c. Fences or free-standing walls.
 - d. Medical Marijuana Dispensaries, and/or Medical Marijuana Dispensary Offsite Cultivation Locations are subject to securing a Conditional Use Permit and the related provisions of Section 101.3(C).
 - e. Medical Marijuana Infusion (or Manufacturing) Facility Subject to the following:
 - i. Applicant shall provide:
 - a) Name(s) and location(s) of the offsite dispensary;
 - b) a copy of the operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c); and

- c) a survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within 1,500 feet.
 - ii. The facility shall not be located within 1,500 feet of the same type of use. This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are conducted or proposed to be conducted.
 - iii. The facility shall not be located within 1,500 feet of a residentially zoned property. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the businesses are conducted or proposed to be conducted to the zoning boundary line of the residentially zoned property.
 - iv. The facility shall not be located within 1,500 feet of a preschool, kindergarten, elementary, secondary or high school, place of worship, public park, or public community center.
 - v. This distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted or proposed to be conducted to the property line of the protected use.
 - vi. Medical Marijuana Infusion may be a part of a dispensary or cultivation location for a dispensary
 - vii. There shall be no emission of dust, fumes, vapors, or odors into the environment from the facility.
4. Signs: Requirements shall be the same as set forth in the C3 District.
5. Yard and Height Requirements (except as required under “General Stipulations and Provisions,” Section 103): None, except installations storing and/or dispensing inflammable fuels shall maintain such setbacks as required in the C3 District.

B. M2 – INDUSTRIAL TWO DISTRICT (HEAVY INDUSTRIAL)

1. Intent and Purpose: To provide all types of commercial and industrial uses except that controls may be imposed to minimize air pollution, radiation, and/or explosion dangers.
2. District Stipulations and Provisions: (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):
 - a. Residential uses, other than one dwelling unit for occupancy by caretaker and family, are prohibited.
3. Permitted Uses:
 - a. All uses permitted in the M1 District.
 - b. All commercial or industrial uses and accessory uses, except that the ~~Building Inspector~~ **Zoning Inspector** must deny permission where a proposed use will cause to be exhausted or emitted into the air pollutants such as smoke, soot, dust,

gases or toxic fumes, or where there is latent radiation or explosion danger within or without the District.

- i. In the event the ~~Building Inspector~~ **Zoning Inspector** denies a use for the reasons stated, an application may be filed to the ~~Board of Supervisors~~ **Planning and Zoning Commission** for a Conditional Use Permit. Each use requested shall be considered on its merits as to how the area shall be affected and, if granted, such stipulations may be invoked so as to maintain consideration for the promotion and protection of public health, peace, safety, comfort, convenience and general welfare.
 - a) Such application must be heard by the ~~Board~~ **Commission** within thirty (30) days following such application, but after first receiving a report and recommendation from the Building Inspector and Health Officer.
 - b) The procedure of application, notice and schedule of fees shall be the same as that required for hearings on use permits by the ~~Board of Adjustment~~ **rezoning applications by the Board and Commission**. The notice postings may designate the hearing date for both the Commission and Board, and provided further that the Board hearing date may be the first regular Board meeting day after the date fixed for hearing by the Commission.
 - c) Any person aggrieved in any manner by any such conditional permit may, within thirty (30) days, appeal to the ~~Superior Court,~~ **Board of Supervisors** and the matter shall be heard de novo as appeals from the Justice of the Peace Court.
4. Yard and Height Requirements: (except as required under “General Stipulations and provisions,” Section 103): None, except that installations storing and/or dispensing inflammable fuels shall maintain such setbacks as required in the C3 District.

C. M3 – INDUSTRIAL THREE DISTRICT (UNRESTRICTED INDUSTRIAL)

1. Intent and Purpose: To provide all types of commercial or industrial uses without restrictions.
2. District Stipulations and Provisions: (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103): Residential uses, other than one dwelling unit for occupancy by caretaker and family, are prohibited.
3. Permitted Uses: All commercial or industrial uses and accessory uses.
4. Yard and Height Requirements: (except as required under “General Stipulations and Provisions,” Section 103): None.

~~D. RR – RURAL RESIDENTIAL DISTRICT~~ [Moved to Section 104.2 (D)]

~~1. Intent and Purpose:~~

- a. ~~To provide a zone classification for those unincorporated areas of the County not committed to any specific urban use.~~

- b. ~~To preserve and promote the beneficial aspects of rural living by reserving areas of the county for low density residential uses with related agricultural and commercial pursuits.~~

2. ~~**District Stipulations and Provisions:**~~ (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):

- a. ~~There shall be a lot area of not less than one acre.~~
- b. ~~Required front and street side yard setbacks shall not be used for the parking or storage of inoperable motor vehicles. Neither shall operable or inoperable vehicles or vehicle accessories be parked in such a manner as to restrict the vision of persons entering a street or highway from a private drive, side street, or alley.~~
- c. ~~Up to ten percent (10%) of the area of any lot or parcel may be used for the non-commercial, unenclosed storage of items necessary for the operation and maintenance of the household and permitted activities, provided, however, that such unenclosed storage shall be maintained in a neat and orderly manner, and provided further that such storage area shall be located no closer than twenty five (25) feet from the nearest property line. The provisions of this paragraph shall not be construed so as to restrict the storage of firewood for use by the occupants of the premises.~~
- d. ~~Where public or semi public uses are established adjacent to residential uses, an opaque wall or fence six (6) feet in height may be required to be erected and maintained between such uses. Such wall or fence, however, may not exceed three (3) feet in height within fifteen (15) feet of the intersection of a private drive and a street, easement, or right-of-way.~~
- e. ~~No use shall be operated in such a manner as to create an explosion or fire hazard; nor shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance to adjoining property holders.~~
- f. ~~**Signs:**~~ The following signs shall be permitted in the Rural Residential zone:
 - iv. ~~**Residential Uses:**~~ One nameplate, not exceeding three (3) square feet in area, indicating name of occupant. The sign may be indirectly lighted.
 - v. ~~**Agricultural, Public, Semi-Public and Other Permitted Uses:**~~ One appurtenant sign, unlighted or indirectly lighted, not exceeding sixteen (16) square feet in face area, or one unlighted or indirectly lighted free standing sign, single or double faced, not exceeding eight (8) square feet per face.
 - vi. ~~**Special Uses:**~~ Signs identifying special uses shall be as authorized by the use permit required for the establishment of special uses.
- i. ~~**Setback requirements**~~ shall conform to those required under D8 Density District.
- j. ~~**Building Height:**~~ A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.

4. ~~**Permitted Uses:**~~

- g. ~~One dwelling unit per acre up to a maximum of three dwelling units per individually owned parcel.~~
- h. ~~All types of horticulture. The sale of horticultural products raised on the premises shall be permitted.~~

- i. ~~The non-commercial keeping of horses and other domestic farm-type animals within fenced areas, subject to all current State and County health regulations.~~
- j. ~~Household pets.~~
- k. ~~Aviaries and apiaries, provided they are located no closer than thirty (30) feet from the nearest property line.~~
- l. ~~The following occupations, when conducted within a residence or enclosed structure by the property holder and up to two employees not members of the household:~~
 - xv. ~~Beauty and barber shops.~~
 - xvi. ~~Handicraft manufacture and sales.~~
 - xvii. ~~Fine arts studios, galleries, and schools.~~
 - xviii. ~~Sewing and tailoring.~~
 - xix. ~~Small appliance and small engine repair.~~
 - xx. ~~Key making and saw sharpening.~~
 - xxi. ~~Bed and breakfast establishments.~~
 - xxii. ~~Gun smithing.~~
 - xxiii. ~~Real estate brokerage offices.~~
 - xxiv. ~~General and specialty contracting offices.~~
 - xxv. ~~Antique stores.~~
 - xxvi. ~~Florist shops.~~
 - xxvii. ~~Professional offices.~~
 - xxviii. ~~Other occupations which require no special signage or parking provisions and which may be operated in such a manner as to create a minimum disruption to the neighborhood in terms of noise, atmospheric emissions, and traffic.~~

5. ~~Other Permitted Uses Subject to a Use Permit:~~

- q. ~~Riding academies or riding clubs.~~
- r. ~~The keeping or raising of animals for commercial purposes, including commercial stables.~~
- s. ~~The keeping of poultry or rabbits for commercial purposes.~~
- t. ~~The keeping of wild, exotic or non-domesticated animals.~~
- u. ~~Dairies.~~
- v. ~~Feed stores.~~
- w. ~~Animal hospitals and veterinary clinics.~~
- x. ~~Planing mills and custom furniture and cabinetry manufacturing operations.~~
- y. ~~Commercial kennels.~~
- z. ~~Day nurseries and nursery schools.~~
- aa. ~~Recreational facilities such as rodeo and roping arenas, tennis, swim and health clubs, and incidental limited commercial uses which are commonly associated and directly related to the primary use.~~
- bb. ~~Mineral extraction operations.~~
- cc. ~~Borrow pits.~~
- dd. ~~Firewood storage and sales yards.~~
- ee. ~~Mobile/Manufactured Home Developments when the RR District is combined with a "T" District, subject to site plan review and approval.~~
- ff. ~~Other occupations which require no special signage or parking provisions but which may be operated in such a manner as to create a limited disruption to the neighborhood in terms of noise, atmospheric emissions, and traffic.~~

F. ~~GR~~ GENERAL RURAL DISTRICT **[Moved to Section 104.2 (F)]**

5. ~~Intent and Purpose:~~

- ~~a. To provide a land use category for those unincorporated areas of Gila County not specifically designated in any other zone classification.~~
- ~~b. To allow for a minimum regulation in the rural and sparsely populated areas of the County while still providing protection against uncontrolled urbanization or industrialization and fulfilling the statutory responsibility to conserve and promote the public health, safety, convenience and general welfare and plan and provide for the future growth and improvement of Gila County.~~

6. ~~District Stipulations and Provisions:~~ ~~— (supplemental to and/or supplanting the General Stipulations and Provisions,” Section 103):~~

- ~~a. There shall be a lot area of not less than three acres.~~
- ~~d. No use shall be operated in such a manner as to create a hazard to life or property, nor shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance to the adjoining property holders.~~
- ~~e. **Signs:** Sign provisions shall be the same as those set forth in the RR District (Section 104.2K). **The following signs shall be permitted in the General Rural Residential zone:**~~

- ~~iv. **Residential Uses:** One nameplate, not exceeding three (3) square feet in area, indicating name of occupant. The sign may be indirectly lighted.~~
- ~~v. **Agricultural, Public, Semi-Public and Other Permitted Uses:** One appurtenant sign, unlighted or indirectly lighted, not exceeding sixteen (16) square feet in face area, or one unlighted or indirectly lighted free-standing sign, single or double-faced, not exceeding eight (8) square feet per face.~~
- ~~vi. **Special Uses:** Signs identifying special uses shall be as authorized by the use permit required for the establishment of special uses.~~

e. ~~Setback Requirements/Space Between Buildings/Building Height:~~

- ~~i. No structure may be erected closer than ten (10) feet from a property line abutting a public street, private street, or non-exclusive ingress-egress easement.~~
- ~~ii. No structure may be erected closer than five (5) feet from any property line not abutting a public street, private street, or non-exclusive ingress-egress easement.~~
- ~~iii. No structure may be erected closer than six (6) feet from any other structure unless those structures are joined by a common breezeway.~~
- ~~iv. A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.~~

7. ~~Permitted Uses:~~

- ~~a. All uses permitted in the RR District with the limitation that there shall be no more than three individual housing units on any one lot or parcel.~~
- ~~b. The following additional uses:~~

- i. ~~Riding academies or riding clubs.~~
- ii. ~~The keeping or raising of animals, other than hogs, for commercial purposes, including commercial stables.~~
- iii. ~~The keeping of poultry or rabbits for commercial purposes.~~
- iv. ~~Dairies.~~
- v. ~~Feed stores.~~
- vi. ~~Animal hospitals and veterinary clinics.~~
- vii. ~~Custom furniture and cabinetry manufacturing operations.~~
- viii. ~~Recreational facilities such as rodeo and roping arenas, tennis, swim and health clubs, and incidental limited commercial uses which are commonly associated and directly related to the primary use.~~
- ix. ~~Firewood storage and sales yards.~~

8. ~~Other Permitted Uses Subject to a Use Permit:~~

- a. ~~The keeping of wild, exotic or non-domesticated animals.~~
- b. ~~Planing mills.~~
- c. ~~Building, plumbing and electrical supply stores.~~
- d. ~~Commercial kennels.~~
- e. ~~Day nurseries and nursery schools.~~
- f. ~~Mineral extraction operations.~~
- g. ~~Sand and gravel extraction and classification operations.~~
- h. ~~Borrow pits.~~
- i. ~~Mobile/Manufactured Home Developments when the General Rural District is combined with a "T" District, subject to site plan review and approval.~~
- j. ~~Other occupations and uses which may require special signage or parking provisions, but which may be operated in such a manner as to cause a minimum disruption to the neighborhood in terms of noise, visual impact, atmospheric emissions, and traffic.~~

G. ~~SR — SUBURBAN RANCH DISTRICT~~ (Moved to 104.2)

- 1. **~~Intent and Purpose:~~** ~~To preserve and promote the beneficial aspects of rural living by providing a zone classification for low density single family residential development on large tracts with related low intensity agricultural uses and minimal commercial activity.~~
- 2. **~~District Stipulations and Provisions:~~** ~~(supplemental to and/or supplanting the "General Stipulations and Provisions," Section 103)~~
 - a. ~~There shall be a lot area of not less than one acre.~~
 - b. ~~The permitted uses shall be operated in a manner commensurate with the intent and purpose of this section, and all lighting shall be of the minimum necessary to serve the purpose for which it was intended.~~
 - c. ~~No use shall be operated nor material stored in such a manner as to constitute a fire or explosion hazard or to cause to be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance or cause pollution of the groundwater.~~
 - d. ~~Required front and street side yard setbacks shall not be used for the repair or storage of inoperable motor vehicles, nor shall operable or inoperable vehicles be parked or stored~~

in such a manner as to restrict the view of motorists entering a street from an alley, side street or driveway; nor shall there be permitted the repair or storage of more than one unregistered, inoperable motor vehicle within the property boundaries.

- e. ~~Up to ten percent of the lot area may be used for the unenclosed storage of items necessary for the operation and maintenance of the household or other permitted activities provided, however, that such storage shall be confined to the rear one half of the property and that such storage be maintained in a neat and orderly manner. Such storage shall be maintained a minimum of twenty five (25) feet from the nearest property line provided, however, that this distance may be waived if the adjacent property is shielded by an opaque fence or wall a minimum of six (6) feet in height. Nothing in this section shall be construed to restrict the storage of firewood for use by the occupants of the premises.~~
- f. ~~Where public or semi public uses are established adjacent to residential uses, an opaque wall or fence up to six (6) feet in height may be required to be erected.~~
- g. ~~**Signs:** See the provisions of R1 (Residence One District).~~
- h. ~~**Construction:** Shall be limited to conventional, prefabricated, or precut type with the following exceptions: Mobile/~~manufactured~~ or modular homes exceeding seven hundred twenty (720) square feet of living space, affixed to permanent foundation and for which an Affidavit of Affixture has been issued by the office of the Gila County Assessor.~~
- i. ~~**Setbacks:** Fifty (50) feet front and street side yards; twenty (20) feet rear and interior side yards.~~
- j. ~~**Livestock:** The keeping of domestic livestock shall be permitted with the following stipulations: **[Moved to 104(B)(1)]**~~
 - i. ~~Buildings for the housing of livestock shall be confined to the rear one half of the property and shall be located no closer than one hundred (100) feet from a front or side street property line or thirty (30) feet from a rear or interior property line.~~
 - ii. ~~It shall be the responsibility of the livestock owner to ensure that all livestock is kept confined within the property boundaries.~~
 - iii. ~~The keeping of dangerous wild, exotic or non domestic animals shall be prohibited.~~
 - iv. ~~All domestic animals shall be kept and maintained in such a manner as to conform with all applicable State and County health requirements and to cause a minimum of disruption to neighboring property owners in terms of noise, odor, and insect and vermin infestation.~~
 - v. ~~There shall be no more than a combination of three (3) horses or cattle and a combination of five (5) sheep or goats and a combination of forty (40) rabbits or poultry for each acre of lot area.~~
 - vi. ~~Up to two (2) swine per acre shall be permitted, provided that all applicable state and county health and livestock requirements are met.~~
- k. ~~No structure may be erected closer than six (6) feet from any other structure _____ unless joined by a breezeway.~~
- l. ~~A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.~~

5. Permitted Uses:

- a. ~~One main residence, and one detached, non rental guest house with separate kitchen and sanitary facilities.~~

- b. ~~Aviaries and apiaries, provided such are confined to the rear one-half of the property and are located no closer than thirty (30) feet from the nearest property line.~~
- c. ~~The following home occupations when conducted within the residence or other fully enclosed structures:~~
 - i. ~~Sales of handicrafts produced on the premises.~~
 - ii. ~~Fine arts studios.~~
 - iii. ~~Sewing and tailoring.~~
 - iv. ~~Small appliance repair.~~
 - v. ~~Key making and saw sharpening.~~
 - vi. ~~Gun smithing.~~
 - vii. ~~General and specialty contracting offices, but not equipment storage yards.~~
 - viii. ~~Bed and breakfast, limited to maximum of two (2) guest rooms within the main residence.~~
 - ix. ~~Other occupations which require no special signage and parking provisions and which may be operated in such a manner as to create a minimum disruption to the neighborhood in terms of noise, atmospheric emissions, environmental damage, and traffic.~~
 - x. ~~The occasional sale of surplus firewood, dairy products, honey, eggs, baked goods, individual animals, and produce.~~

~~P. GU -- GENERAL UNCLASSIFIED DISTRICT~~ [Moved to Section 104.7(A)]

- 1. **~~Intent and Purpose:~~** ~~To provide for all the unincorporated areas of Gila County not otherwise designated for some other specific zone to be included in the “General Unclassified District” by this Zoning Ordinance.~~
- 2. **~~District Stipulations and Provisions:~~**
 - a. ~~No subdivision of land for sale, rent, or lease, for residential, commercial, or industrial use, shall be conducted or approved in the GU District without prior rezoning of the land so intended.~~
 - b. ~~Off-site signs (Billboards) are not permitted in this Zoning District~~
 - c. ~~Sexually oriented businesses are not permitted in this Zoning District.~~
 - d. ~~The minimum lot size and dimensions shall be the same as that for a D40 density district~~

3. **~~Permitted Uses:~~**

~~Farm and non-farm residential uses; farms, ranches, recreational, and commercial uses.~~

~~H. SFR -- SINGLE FAMILY RURAL DISTRICT~~ [Moved to Section 104.2(G)]

- 1. **~~Intent and Purpose:~~** ~~To preserve and promote the beneficial aspects of rural living by providing a zone classification for single family residential development.~~
- 2. **~~District Stipulations and Provisions~~** (supplemental to and/or supplanting the “General Stipulations and Provision,” Section 103):

- a. ~~Any future division of land must comply with the density district requirements.~~
- b. ~~The permitted uses shall be installed, operated and maintained in a manner commensurate with quiet family living and the intent and purpose of this Section. All lighting shall be of a minimum necessary to serve the purpose for which it was intended.~~
- c. ~~No use shall be operated nor material stored in such a manner as to constitute a fire or explosion hazard or to cause to be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance or cause pollution of the groundwater.~~
- d. ~~Required front and street side yard setbacks shall not be used for the parking or storage of inoperable motor vehicles, nor shall operable or inoperable vehicles be parked or stored in such a manner as to restrict the view of motorists entering a street from a side street or driveway; nor shall there be permitted the parking or storage of more than one unregistered, inoperable motor vehicle within the property boundaries.~~
- e. ~~No use shall allow the unenclosed storage of materials in such a manner or to such an extent as to constitute a Junk Yard as defined in Section 102 of this Ordinance.~~
- f. ~~There shall be no more than one (1) travel trailer or recreational vehicle stored on the same lot. Recreational vehicles shall not be used as permanent dwellings.~~
- g. **Construction of Dwelling:** ~~Shall be limited to conventional, prefabricated or precut type exceeding seven hundred twenty (720) square feet, with the following exceptions:~~
~~Mobile/**manufactured** or modular homes manufactured and maintained in accordance with current HUD specifications, exceeding seven hundred twenty (720) square feet of living space, affixed to a permanent foundation or set on permanent piers, and for which an Affidavit of Affixture has been issued by the Office of the Gila County Assessor.~~
~~Such mobile/**manufactured** or modular homes that are on piers shall be skirted.~~
- h. ~~A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet in height.~~
- i. ~~All provisions of Section 104.4A, Density Districts General Regulations, shall apply.~~
- j. **Animals:** ~~One horse shall be allowed per each 5,000 square feet of lot, with the following stipulations:~~
 - 1. ~~Buildings for housing of horses shall be confined to the rear half of the property.~~
 - 2. ~~The keeping of dangerous wild, exotic or non-domestic animals shall be prohibited.~~
 - 3. ~~All horses shall be kept and maintained in such a manner as to conform with all applicable State and County health requirements and cause minimum disruption to neighboring property dwellers in terms of noise, odor and insect or vermin infestation.~~

4. Permitted Uses:

- a. ~~One single family dwelling on any lot or parcel of land which may, in addition, contain quarters for servants or non-paying guests provided no facilities for preparation or cooking of food are contained therein. If such quarters are detached from the main building, such accessory buildings shall be located no closer to property lines than is allowed for the main building.~~
- b. ~~Aviaries shall be permitted, however, they must be located no closer than seven (7) feet from the property line.~~

- c. ~~Up to five percent (5%) of the lot area may be used for the non-commercial unenclosed storage of materials or items necessary for the operation and maintenance of the household provided, however, that such storage shall be confined to the rear half of the property and be maintained in a neat and orderly manner. Such storage shall be maintained a minimum of seven (7) feet from the nearest property line, however, this distance may be waived if the adjacent property is shielded by an opaque fence or wall a minimum of six (6) feet in height. Nothing in this Section shall be construed to restrict the storage of firewood for use by the occupants of the household.~~
- d. **Signs:** As provided in Paragraph 3k of R1, Residence One District.
- e. ~~Allowed are fences and free-standing walls with a maximum height of six (6) feet above ground level; provided, however, that no fence or free-standing wall shall be constructed in such a way as to create a hazard to safety by restricting the view of drivers entering a street from a private drive or alley or approaching an intersection of two streets.~~
- f. ~~Other permitted uses are those customarily accessory and incidental to the principal use and located on the same lot.~~

E. TRANSITIONAL RESIDENTIAL (TR) [Moved to Section 104.3(D)]

1. Intent and Purpose:

- a. ~~To provide a degree of flexibility in land use in transitional areas where a mixture of residential and light commercial uses will be beneficial.~~
- b. ~~To allow for certain mixed-use developments subject to an approved site plan, provided such developments shall be in harmony with, and will result in a minimum disruption to, surrounding uses.~~
- c. ~~To create transitional zones to serve as buffers between residential districts and commercial or industrial districts.~~

3. District Stipulations: Shall conform to the stipulations of the Residence One District, with the following exceptions or additional provisions:

- a. ~~Retail, service and professional uses established within this district shall be limited to those primarily concerned with serving the incidental daily needs of adjacent residential uses.~~
- b. ~~Non-residential uses shall be conducted within a completely enclosed building.~~
- c. ~~No use shall be conducted in such a manner as to constitute an explosion or fire hazard, nor shall there be emitted into the atmosphere smoke, radiation, odor, dust, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute a nuisance.~~
- d. ~~No commercial activity shall be permitted between the hours of 11:00 P.M. and 6:00 A.M.~~
- e. ~~Outdoor lighting for non-residential uses shall be hooded or shielded so as to deflect light away from adjacent residential area.~~
- f. ~~No outdoor area lighting shall be permitted between the hours of 11:00 P.M. and 6:00 A.M. except for a minimum necessary to provide for security and public safety.~~
- g. **Signage:**
 - i. ~~The provisions of the Residence Four district shall apply to signs identifying non-single family residential uses.~~

- ii. ~~No illuminated signs identifying non-residential uses shall be permitted between the hours of 11:00 P.M. and 6 A.M.~~
 - iii. ~~Additional or modified signage subject to an approved Property Development Plan.~~
- 4. **Property Development Plan:** Application for a change to the TR zoning classification or for a permit for construction or site work related to multi-family, commercial, professional or mixed use shall be subject to the approval by the Director or Board of Supervisors, as appropriate, of a Property Development Plan.
 - a. ~~Application for approval of a Property Development Plan shall be made on a form provided for such purpose by the Department and shall be accompanied by maps, drawings and such other materials necessary to show the following:~~
 - vii. ~~A site plan, drawn to scale, showing the location and proposed use of all site improvements.~~
 - viii. ~~On-site parking arrangements, including loading areas.~~
 - ix. ~~Signage provisions for all proposed uses.~~
 - x. ~~The location and treatment of landscaped areas.~~
 - xi. ~~The purposed off-site circulation pattern including, as appropriate, right-of-way dedications, street improvements, traffic control measures, location and design of driveway openings, acceleration/deceleration lanes.~~
 - xii. ~~Such additional information as the Director may deem necessary to evaluate the impact of the proposed development on surrounding uses.~~

5. **Permitted Uses:**

- a. ~~All uses permitted in the Residence Three district subject to the provisions of Section 104.2 C.4. Density and Intensity of Use.~~
- b. ~~Mobile/Manufactured Home Developments when the TR district is combined with the T district.~~
- c. ~~Administrative, professional and executive offices.~~
- d. ~~Financial institutions.~~
- e. ~~Medical, dental and related health services for humans, along with the sale of articles clearly incidental to the services.~~
- f. ~~Public utility service offices.~~
- g. ~~General retail business establishments engaged in selling goods and services to the public provided that the gross floor area of such establishments shall not exceed 2,500 square feet.~~
- h. ~~Specialty bakeries, confectionery and specialty food establishments with limited on-site food consumption.~~
- i. ~~Arts and crafts galleries and sales.~~
- j. ~~Bed and Breakfast Establishments under the provisions of Section 104.2 A.5., but not subject to a Conditional Use Permit.~~
- k. ~~Home occupations and cottage industries.~~
- l. ~~Churches, convents and parish houses.~~
- m. ~~Private and semi-public golf courses when developed in conjunction with an approved residential development.~~

- ~~8. **Uses Subject to a Use Permit:** Shall be the same as the provisions of the Residence One district except as specifically permitted in Section 104.2 P.4. above.~~
- ~~9. **Uses Subject to a Conditional Use Permit:** Shall be the same as the provisions of the Residence One district except as specifically permitted in Section 104.2 P.4. above.~~
- ~~10. **Temporary Uses:** (Subject to the provisions of Section 103.12 Temporary Uses).~~

SECTION 104.6

USE DISTRICTS (SPECIAL OVERLAY)

The following are “performance” type districts, and do not maintain any positions with respect to the other use districts.

A. PAD – PLANNED AREA DEVELOPMENT

1. **Definition:** The PAD District is an alternative to conventional land use regulations, substituting procedural protections for the requirements in ~~Gila County’s Zoning Ordinance~~. The PAD District is an overlay district that shall be used only in conjunction with other zoning districts described in ~~this the Gila County Zoning Ordinance~~, but which will allow flexibility in the requirements of the underlying zone and shall require approval by the Board of Supervisors of a specific plan of development.
2. **Intent and Purpose:** Gila County recognizes that in certain instances the objectives of the Zoning Ordinance may be best achieved by development of planned areas which may not conform in all respects to the underlying zoning district. Gila County further has determined that in the best interests of the health, welfare and safety of the citizens of Gila County, specific planned communities can provide better alternatives for some land development than the conventional zoning districts. The purpose of the PAD District is to encourage imaginative and innovative planning of neighborhoods, particularly with respect to diversification in the use of the land and flexibility in site design with respect to various features, including but not limited to, spacing, heights, density, open space, circulation, preservation of natural features, and innovation in residential development that results in the availability of a variety of housing opportunities, both in terms of afford-ability and lifestyle to all citizens and guests of Gila County; and to ensure the establishment of developments consistent with the goals and objectives of the Board of Supervisors of Gila County. All townhouse, condominium, and time-shares, together with resort, recreational and commercial activities directly related thereto shall only be in a Planned Area Development District.
3. **Location:** A PAD may be established in any zoning district upon a finding that such a development would comply with the intent of this section of the Zoning Ordinance and that the PAD substantially complies with any previously approved area plans, by virtue of its unique character, topography or other features. If a proposed project requires rezoning, a request may be considered by the Planning and Zoning Commission simultaneously with its consideration of the development plan
4. **Application Requirements:** Each application for approval of a PAD District shall be filed in accordance with the provisions of Section 105 of the ~~Zoning~~ **this Zoning** Ordinance. In addition to the filing fee established for amendments, an additional fee of \$500.00 shall be paid by the applicant for processing the PAD request. The application

shall be accompanied by such information and representations required by this Zoning Ordinance or deemed necessary by the ~~Planning Director~~ **Zoning Inspector** which together shall comprise the application package.

5. Development Plan: The rezoning application shall be accompanied by a Development Plan which shall consist of:
 - a. The proposed development shall be drawn at sufficient scale so as to not exceed a print size greater than 24" x 36". Lettering shall be of sufficient size to be reasonably legible when reduced to an 8 1/2" x 11" clear print.
 - b. Title of the project, such as "Planned Area Development for _____" in bold faced letters.
 - c. Name of the landowner, developer, applicant and the firm or person who prepared the plan.
 - d. North arrow, scale (written and graphic), and dates of plan preparation and subsequent revision dates.
 - e. Inset vicinity map showing the relationship of the proposed project to existing area developments and surrounding zoning districts.
 - f. Legal description of the entire property.
 - g. Delineate and dimension by bearing and distance the exact boundaries of the proposed development.
 - h. Show existing perimeter streets, including center lines, names, dimensions of existing dedications and proposed dedications.
 - i. Show the general locations and scheme of proposed interior streets with proposed rights-of-way or easements. All points of ingress and egress to the site must be shown.
 - j. Indicate the general location of proposed residential areas and types of housing proposed for each area. Show and label areas of open space, public areas, drainage areas and any proposed facilities such as golf courses, parks, recreation center, sewage treatment facilities.
 - k. Indicate who will own, control and maintain landscaping, open areas, streets, recreation facilities, refuse disposal and private utility systems.
 - l. Show typical lots for each dwelling type, including typical lots in cul-de-sacs, on corners and in any unusual location. Show the arrangement of units which will be clustered, if applicable. These typicals should show the building envelope, the proposed minimum setbacks, the minimum lot dimensions and individual walls and fences.

- m. Indicate the location and width of any existing roadway or utility easements on the property.
- n. Show existing contours; contour interval to vary according to grades as follows: grades up to 5%, 2'; over 5% to 10%, 5'; over 10%, 10'.
- o. Indicate the general direction of storm water runoff. Identify by note or notes the existing drainage pattern and the proposed drainage plans for handling onsite and offsite storm water runoff. A preliminary drainage report will be required at the time of filing the tentative/preliminary plat.
- p. Indicate the locations, type, height and material of proposed perimeter fences and/or walls. All proposed signs should also be located, identified and dimensioned.
- q. Note the general location and type of existing and proposed landscaping on the site.
- r. Show phase lines, if applicable.

6. Development Plan Data:

- a. Land Use Table or Tables to include the following:
 - i. Total gross acreage of site.
 - ii. Total area of the streets, public and private.
 - iii. Total area of public open space, if applicable.
 - iv. Total area of open space which is designed for the exclusive use of the residents of the PAD area who receive an undivided ownership of such areas.
 - v. Maximum allowable density permitted under base zoning district.
 - vi. Total number of each dwelling type and the total number of all dwelling units.
 - vii. Average lot area per dwelling unit.
 - viii. The overall density proposed.
- b. A table which compares the requirements of the existing zoning, the requirements of the base zoning requested, and the variations proposed under the PAD. The table should include lot area per dwelling unit, setbacks, maximum lot width, maximum building height, number of stories and parking requirements. A Conditional Use Permit shall be required for buildings exceeding three (3) stories or thirty-six (36) feet in height.
- c. A table which lists the type and source of proposed utilities and services which include sewer, water, electric, telephone, police, fire, schools and solid waste disposal

- d. A table which shows the proposed rights-of-way or easements and pavement widths for each type of street proposed for the planned area and perimeter.
7. Narrative Report: The following information shall be included in a supporting narrative report:
 - a. Title Page: The title page should clearly indicate “Planned Area Development for _____,” the name of the applicant and date.
 - b. Purpose of Request: The first section of the report should explain why the project is being proposed, and why the site has been selected.
 - c. Description of Proposals: The character and type of development shall be thoroughly explained. All of the proposed non-residential buildings and structures and their intended uses should be described.
 - d. Relation to Surrounding Properties: Surrounding land use and zoning should be described. The impact of the proposal on surrounding properties in each direction should be discussed. The impacts on schools should be explained.
 - e. Location and Accessibility: The means of access, distance from major streets and surrounding road conditions should be described. Any proposed interior streets, drives or parking areas and proposed improvements should also be described.
 - f. Timing of Development: A section of the report should contain a schedule of development phasing.
 - g. Public Utilities and Services: Letters of serviceability from all public and private utilities and services shall be submitted with the report. Additionally, any correspondence involving transportation issues shall be included.
 - h. Maintenance of Streets and Common Areas: The provisions for the maintenance of the private streets, common areas and public and private landscaped areas should be discussed.
8. Waiver of Specific Submissions: Any information required under Section 104.6(A)(5) may be waived by the ~~Planning Director~~ **Zoning Inspector** on the basis that the information is not necessary to a review of the proposed PAD. Such waiver shall be in writing, shall specify the reasons for such waiver and shall be included in the materials submitted to the Planning and Zoning Commission.
9. Public Hearings: After proper application has been made for a PAD, the Planning **and Zoning** Commission and Board of Supervisors shall hold public hearings as provided in Section 105 of ~~the Zoning~~ **this** Zoning Ordinance.
 - a. The Planning **and Zoning** Commission and Board of Supervisors may approve the plan as submitted, may require the applicant to modify, alter, adjust or

amend the plan in such manner and to such extent as it may deem appropriate to the public interest, or disapprove the plan.

- b. The Planning **and Zoning** Commission and Board of Supervisors may approve a plan even though the use of buildings and land, the location and height of buildings to be erected in the area, the nature of ownership, and the yards and open spaces contemplated by the plan do not conform in all respects to the regulations of the zoning district in which it is located or the plan does not conform in other particulars.

10. Findings Required: Before approval of an application for a PAD District, the Planning **and Zoning** Commission and the Board of Supervisors shall find that the development conforms to the following general criteria:

- a. That the location, design and size are such that the development can be well integrated with the surroundings; is planned and developed with the intention to harmonize with any existing or proposed development in the adjacent neighborhood; or in the case of a departure of character from surrounding uses, that the location and design will adequately reduce the impact of the development so that the project will not be detrimental to the adjacent property.
- b. That the streets and thoroughfares proposed are suitable and adequate to serve the proposed uses and the anticipated traffic which will be generated thereby and that proper provision for the maintenance of the such streets has been provided.
- c. That the value of the use of the property adjacent to the area included in the plan will not be adversely affected to a significant extent and to this end, the Planning **and Zoning** Commission and Board of Supervisors may require, in the absence of an appropriate physical barrier, the uses of least intensity be arranged along the boundaries of the project. As further protection to adjacent properties, the Planning **and Zoning** Commission and Board of Supervisors may impose either or both of the following requirements:
 - i. Structures located on the perimeter of the planned development be set back a distance sufficient to protect the privacy and amenity of adjacent existing uses.
 - ii. Structures located on the perimeter of the planned development be permanently screened in a manner sufficient to protect the privacy and amenity of the adjacent existing uses.
- d. That suitable retention and drainage areas have been provided to protect the property and adjoining properties from hazards resulting from water falling on or flowing across the site, and that proper provision for maintenance of such retention and drainage areas has been provided.
- e. That the location, design, size and uses are such that the residents or establishments to be accommodated will be adequately served by existing or planned public facilities and services.

- f. That the location, design, size and uses are such that traffic generated by the development can be accommodated safely.
- g. That adequate and visible refuse disposal has been provided for or exists for the development.

11. Implementation of Plan:

- a. Once a plan has been approved, it can be amended, changed or modified only through the procedure prescribed herein for the initial application for approval. The Board of Adjustment may not grant any variances for an approved PAD.
- b. A development schedule for residential uses shall be submitted as part of the project plan and the construction of provision of all the common open spaces and public and recreational facilities which are shown on the Development Plan must proceed at the same rate as the construction of dwelling units. If it is determined that the rate of dwelling unit construction is greater than the rate at which common open areas and public and recreational facilities are being constructed or provided, the developer will be notified that no building permits for dwelling unit construction will be issued until the rate of construction conforms with the development schedule.
- c. The development schedule shall provide for stage construction of the Development Plan. Building permits will not be issued for any stage of the plan unless the common open space allocated to that stage by the development schedule has been conveyed to the appropriate parties.

12. Minimum Planned Area Development Requirements and Limits:

The following requirements and limits are mandatory for all Planned Area Developments and may not be waived or modified without amendment of this section by the Board of Supervisors.

- a. No residential PAD, or the residential portion of any PAD including commercial, shall have less than fifteen (15%) percent of its gross total area allocated to open space or other common areas or facilities. Streets, sidewalks and entry areas shall not be included in the fifteen percent.
- b. PADs that include manufactured/~~mobile~~ home lots shall have an under-lying zone of MHS-Mobile/**Manufactured** Home Subdivision District.
- c. Any private streets approved by the Planning and Zoning Commission and the Board of Supervisors as part of a PAD shall meet the minimum requirements as established by Gila County Engineering Services.

B. PM – PERFORMANCE INDUSTRIAL DISTRICT

1. Intent and Purpose: To promote the development and operation of certain uses, such as, but not limited to, laboratories, light manufacturing and assembly, in such a restricted and limited manner that, because of the limitations on type of structures and uses, control on height and density, prohibitions against open land facilities, omission of such nuisances as fumes, odors, noise, glare and vibration, prohibition of general retail sales and services or other uses that cater to the general public, and the landscaping requirements, so as to protect and foster residential desirability adjacent to such industries. ~~The prohibition of residential uses is intended to preserve the CU-zoned land for the industrial development.~~
2. District Stipulations and Provisions (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):
 - a. Residential uses, other than one dwelling unit for occupancy by caretaker and family, are prohibited.
 - b. General retail sales and service or other uses that cater to the general public are prohibited.
 - c. All uses except parking, loading and unloading, as provided herein, shall be confined to within closed buildings.
 - d. Space for automobile parking area shall be initially provided and kept available on the premises at the rate of two square feet of land area for each square foot of floor area. As the development of facilities progresses, there shall be installed and maintained no less than one parking space for each two employees. All ground area used for parking, loading, unloading, and vehicular movements shall be surfaced and maintained with dust-free surfacing, preferably hard surface.
 - e. All development on any one parcel in the District must progress in accordance with general layout, architectural, and landscape plans for such parcel, all to be approved by the building inspector; the Board of Adjustment may modify the Building Inspector’s requirements, provided such modifications do not defeat the intent and purpose of the District.
 - f. All outdoor lighting shall be hooded or shielded so as to deflect the light away from residential districts. Such lighting shall be the minimum required to illuminate the area needed to be lighted.
 - g. No use shall be operated in such a manner as to be an explosion or fire hazard; nor shall there be emitted into the atmosphere any smoke, soot, dust, radiation, odor, noise, vibration, heat, glare, or toxic fumes to such an extent as to constitute the slightest nuisance.
 - h. The first fifty (50) feet of depth adjacent to any street or street easement must be used for landscaping purposes, and may not contain any other uses or structure, except for driveways, signs and lighting, as permitted in this District.

3. Permitted Uses: (provided such uses meet the intent and purpose of the District):
- a. Manufacturing, machining, processing, assembly, compounding, fabrication, mixing, baking, equipping, printing and publishing, cooking, glazing, weaving, knitting, and sewing.
 - b. Research and testing laboratories.
 - c. Warehouses.
 - d. Motion picture production, radio and television studios.
 - e. In-plant restaurants as an appurtenant use, and including roof or landscaped patio dining facilities.
 - f. Facilities incidental to a construction project, including storage, all located on the project site for a period not to exceed twelve (12) months.
 - g. Churches or similar places of worship. Open land recreation facilities in connection with such project may be permitted subject to a use permit.
 - h. Accredited schools, colleges, universities, including dormitories, athletic fields, playgrounds and swimming pools on the same parcel of land. Private school playgrounds, athletic fields and swimming pools are subject to securing a use permit.
 - i. Public utility facilities, when necessary for serving the surrounding territory (but not storage yards).
 - j. Regulation type golf courses, but not miniature, pitch and putt courses, nor commercial driving ranges, and subject to securing a use permit.
 - k. Offices wherein professional, administrative, clerical or sales (other than to the general public) are rendered, including management and /or realty offices appurtenant to an industrial subdivision and located therein.
 - l. Publicly owned or operated buildings or properties.
 - m. Publicly owned or operated parks and playgrounds, and other recreational uses, including eating and drinking sales and service establishments (which may be operated on a concession basis) accessory to the use of such public facility; provided, however, that such shall be located no closer than three hundred (300) feet to any adjacent property.
 - n. Private parking space as provided for the District.

- o. Railroad, mining, metallurgical, or general agricultural uses on five or more contiguous commercial acres under one ownership. Such uses are exempt from any restrictive provisions of this section.
- p. Customary accessory uses and buildings, including private parks and swimming pools, provided such are incidental to the principal use.
- q. Fences or free-standing walls (not to exceed eight (8) feet in height), provided same are not located closer than fifty (50) feet to any street or street easement line, except that when same are adjacent to a residential district, the height shall conform to the maximum height requirements for such residential property.
- r. Signs: As follows, which may be lighted by indirect illumination:
 - i. Signs appurtenant to or identifying a permitted use of the property upon which displayed and subject to the following additional provisions and stipulations:
 - a) Limited to a total overall sign area of two hundred (200) square feet, in addition to one name plate and necessary informational or directional signs; provided, however, that each such name plate or other accessory sign shall not exceed an area of six (6) square feet. The name plate may be located at or within four (4) feet of a street line, provided same is unlighted and does not exceed a height of seven (7) feet.
 - b) Any flush sign may have an area not to exceed one hundred sixty-eight (168) square feet. Signs pertaining to the name of the operating company will not be limited in size, provided such signs are incorporated into the architectural design as an integral part of the building, and shall have a minimum setback of one hundred fifty (150) ft. from any dedicated street or residential district, and shall not exceed a height of forty (40) feet above ground grade, and shall be subject to approval of the **Building Zoning** Inspector.
 - c) Any free-standing or extended sign may have a sign panel area not to exceed eighty-four (84) square feet.
 - ii. Temporary advertising signs pertaining to the sale or lease of land or buildings upon which property same are displayed and subject to the following additional provisions and stipulations:
 - a) Limited to one single or double-faced or V-shaped sign for each 300 lineal feet or fraction thereof of frontage on all street sides for each lot or establishment, provided no two signs on the same property are closer than one hundred (100) feet to each other nor closer than one hundred (100) feet to any residential property line.
 - b) If the portion of the property being advertised is unimproved, such sign not exceeding sixty (60) square feet of panel area and seven (7) feet in height may be displayed up to the street line, provided same be no closer than one hundred (100) feet to any

building. Such signs, when located within one hundred (100) feet to developed land, must parallel the street.

- c) If the portion of the property being advertised is improved, such signs shall be regulated by the provisions and stipulations of signs appurtenant to the use of the property, except that no panel area may exceed eighty-four (84) feet.

4. Lot Area and Dimensions:

- a. No lot shall hereafter be subdivided to provide less than seventy two thousand (72,000) square feet (commercial two acres) of area, a width of one hundred (100) feet, nor a depth of three hundred (300) feet, and provided further that no lot shall exceed a depth of six hundred fifty (650) feet, unless it can be shown that deeper lots will not block a future street pattern.

5. Yards Required: There shall be a yard measuring from any street or street easement of not less than fifty (50) feet

- a. There shall be a side yard of not less than twenty-five (25) feet from any common property line or alley, except that such side yard shall measure not less than fifty (50) feet from any residential district boundary.
- b. There shall be a rear yard adjacent to any residential district of not less than fifty (50) feet to the residential side line and twenty-five (25) feet to the residential rear line or the rear alley centerline of what would be the centerline if a full alley existed.

6. Height Limits:

- a. No structure shall exceed a height of thirty (30) feet plus one (1) foot for each additional ten (10) feet such structure is located beyond setback lines, provided such height does not exceed forty (40) feet, except that towers, poles and water tanks necessary to serve the lot and/or the area may exceed the height limitations when the location of such exceeds a setback from any property line of twice its height.

7. Building Density: The total area of all buildings shall not exceed thirty percent (30%) of the total area of the lot.

8. Space and Between Buildings: No building shall be closer to any other building than thirty (30) feet, except when such are attached by a common wall so as to be treated as one building.

C. T – TRAILER DISTRICT

- 1. Intent and Purpose: To be combined with certain other use and density districts for the purpose of permitting Mobile/Manufactured Home Developments. Procedure for inclusion of the “T” District shall be the same as the provided for a change of zoning.

2. District Stipulations and Provisions: (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103): All provisions of the use and density district with which this District is combined shall maintain, except as enumerated to the contrary under this section.
3. Permitted Uses:
 - a. All uses permitted by the use district with which this district is combined.
 - b. Mobile/Manufactured Home Developments, subject to the approval of a site plan.
 - i. Site plans and an application on a form supplied by the Community Development Division shall be submitted for review and approval. The Community Development Division shall refer the site plan to the County Engineering and Health Departments and any other affected department or agencies to check its compliance with pertinent County and State standards and regulations. Subsequent to review, ~~the Community Development Director~~ **Zoning Inspector** or his/her designee shall (1) approve the site plan as submitted, (2) approve the site plan with modifications, or (3) disapprove the site plan. ~~The Director~~ **Zoning Inspector** shall notify the applicant of the Commission’s decision. If the application is disapproved, ~~the Director~~ **Zoning Inspector** shall notify the applicant of the reasons for disapproval and may state the modifications necessary for approval of the site plan.
 - ii. An approved site plan shall be binding upon the applicants and their successors or assignees. Placement and/or erection of all structures within a Mobile/ **Manufactured** Home Development shall require the issuance of a building permit to be issued in accordance with the regulations of the Community Development Division. No building permit shall be issued for any building or structure not in accord with the site plan, except that temporary construction facilities shall be permitted for the purpose of developing the project. Individual installation permits shall be required for placement of ~~mobile~~/manufactured homes within approved spaces. The construction, location, use or operation of all land and structures within the site shall conform to all conditions and limitations set forth in the site plan. No structure, use or other element of an approved site plan shall be eliminated, altered, or provided in another manner unless an amendment is approved in accord with paragraph “vi” of this section.
 - iii. In addition to the special requirements of this section, ~~the Director~~ **Zoning Inspector** may impose on a site plan such additional requirements as are necessary to safeguard the public welfare, safety and health. ~~The Director~~ **Zoning Inspector** may require the applicant to submit a revised plan incorporating the imposed requirements and modifications. When a site plan is submitted conforming to the stipulations of the Commission, one copy of the approved site plan shall be filed in the office of the Community Development Division and one copy sent to the applicant.

- iv. An approved site plan may be revoked if construction of the Mobile/Manufactured Home Development is not begun within twelve (12) months of site plan approval. The ~~Director~~ **Zoning Inspector** may approve a twelve (12) month extension if warranted.
- v. Failure to comply with the standards and guidelines for development and maintenance of Mobile/Manufactured Home Developments shall be considered by the ~~Director~~ **Zoning Inspector** as grounds for revocation of site plan approval. Such approval may be revoked by the subject to appeal as provided in paragraph “vii” below.
- vi. Amendments: The holder of an approved site plan may request modification of the site plan or the conditions of approval by submitting an amended site plan which shall be filed and processed in the same manner as an original application.
- vii. Appeals: A decision of the ~~Director~~ **Zoning Inspector** may be appealed to the Planning and Zoning Commission within fifteen (15) calendar days of the Planning ~~Director’s~~ **Zoning Inspector’s** decision.
 - a) Appeals shall be in writing on a form provided by the Community Development Division and shall include only those items not agreed upon.
 - b) An appeal will be heard at the next regular meeting of the Planning and Zoning Commission.
 - c) Any decision of the Planning **and Zoning** Commission shall be final unless a person aggrieved thereby, within seven calendar days after the decision of the Planning **and Zoning** Commission, appeals to the Board of Supervisors by filing a written notice of appeal with the Community Development Division.
 - 1) Within thirty calendar days after service of a notice of appeal, the Community Development Division shall transmit to the Board of Supervisors a transcript with exhibits of the Planning **and Zoning** Commission’s hearing. The Supervisors may require or permit corrections or additions to the transcript or exhibits.
 - 2) The Board of Supervisor shall review the transcript and exhibits, if any, and may, at their discretion, affirm the decision of the Planning and Zoning Commission remand the matter for further proceedings before the Planning and Zoning Commission, or reverse or modify the Planning and Zoning Commission’s decision.
 - 3) Any person aggrieved by a conclusive decision of the Planning and Zoning Commission or the Board of Supervisors shall have a right of appeal to a court of competent jurisdiction.
 - 4) Neither the ~~Planning Director~~ **Zoning Inspector** nor the Board of Adjustment shall have authority to modify the terms of this Section.

4. Minimum Standards for Development and maintenance of Mobile/Manufactured Home Developments Other than Subdivisions:
 - a. Minimum dimensions and areas for mobile/**manufactured** home spaces shall be as follows:
 - i. Single-wide Mobile/**Manufactured** Homes: Minimum space area shall be three thousand four hundred (3,400) square feet; minimum width shall be forty (40) feet and minimum depth shall be eighty-five (85) feet.
 - ii. Double-wide Mobile/**Manufactured** Spaces: Minimum space area shall be four thousand six hundred seventy-five (4,675) square feet; minimum width shall be fifty-five (55) feet and minimum depth shall be eighty-five (85) feet.
 - iii. Recreational Vehicle Spaces: Minimum space area shall be one thousand five hundred (1,500) square feet; minimum width shall be twenty-five (25) feet and minimum depth shall be sixty (60) feet.
 - iv. A recreational vehicle may be located on a mobile/**manufactured** home space, provided all requirements of this Section are met and only one unit is placed on one space.
 - b. Minimum setback dimensions for mobile/**manufactured** homes and recreational vehicles (hereinafter referred to as “mobile units”) shall be deemed the shortest of horizontal dimensions measured from the nearest portion of the endwall or sidewall of the mobile unit or from the patio cover, carport, cabana, ramada, or similar appurtenance, and shall be as follows:
 - i. Minimum setback from any interior street or rear, front, or non-main entry space line shall be five (5) feet.
 - ii. An uncovered main entry side of a mobile unit shall be a minimum of fifteen (15) feet from the adjacent space line.
 - iii. Where parking space is provided within the mobile unit space, a minimum of sixteen (16) feet width shall be provided between the space line and the nearest side or endwall of the mobile unit.
 - iv. No mobile unit or accessory building may be placed closer than ten (10) feet from any exterior development boundary.
 - v. Minimum distance between mobile units within the same Development shall be ten (10) feet.
5. General:
 - a. All streets within a Mobile/Manufactured Home Development shall be private and shall be maintained by the owner.
 - b. Parking spaces within the boundaries of the development shall be provided at a rate of two per unit.

- c. The Mobile/Manufactured Home Development shall be screened from adjoining parcels by an opaque wall or fence not less than four (4) feet no more than six (6) feet in height.
- d. No accessory building may be placed within the required front side or street setback.
- e. No mobile unit space, parking space, drive, street, or common area may be used for the dismantling and/or storage of inoperable motor vehicles.
- f. Adequate common trash collection stations shall be provided at a rate of not less than one station per ten (10) spaces. Such stations shall be screened from view of adjacent spaces and constructed in such a manner as to prevent the spreading of trash due to wind or animals.
- g. Development shall be maintained in a clean, safe and sanitary manner. No refuse, debris, trash, or uncontrolled vegetation shall be allowed to accumulate to such an extent as to constitute a nuisance or potential threat to the lives, health, or property of the development residents or surrounding property owners.

D. P1—PARKING ONE DISTRICT

- 1. Intent and Purpose: To serve one purpose only -- that of providing vehicular parking space either by preserving existing parking areas by zoning them to P1, or establishing similar zoning on areas to be used for providing parking requirements of this Zoning Ordinance.
- 2. District Stipulations and Provisions: (supplemental to and/or supplanting the “General Stipulations and Provisions,” Section 103):
 - a. All requirements under “General Stipulations and Provisions,” Section 103.6, shall be adhered to when applicable, and provided further that other stipulations and provisions may be imposed at the time of such zoning for the protection of adjacent properties or in the interest of public welfare.
- 3. Permitted Uses:
 - a. Open land parking area providing spaces to satisfy all or a portion of the off-street parking requirements of a permitted use or uses.
 - i. Installation, operation and maintenance of such lots shall adhere to all provisions established elsewhere in this Zoning Ordinance for such required parking.
 - ii. Such use is contingent upon first obtaining approval from the Traffic Engineer or other designated official as to ingress and egress and traffic circulation patterns.

- b. Signs (See “General Stipulations and Provisions,” Section 103.8): Appurtenant use signs same as permitted under R4 District.
- c. Other uses customarily accessory and incidental to the parking use provided same is located on the same lot or on the lot containing the principal use for which the parking is being provided.

E. REGIONAL DESIGN REVIEW PROGRAM GUIDELINES

1. Purpose and Intent

The purpose of the design review program is to preserve and enhance the beauty and uniqueness of the region, facilitate incorporation of the region’s culture and natural resources into property, increase the value of the property, pedestrian friendly planning, and to contribute to the further enhancement of the economic base of our area through increased awareness and appeal of the properties adjacent to the U.S. Highway 60-70 corridor benefiting all property owners, residents, and visitors to the region.

2. Applicability

These guidelines, upon adoption by each respective government jurisdiction through ordinance, shall be applicable to all developable properties that front on the U.S. Highway 60/70 corridor from the west end of Miami to the east end of Globe. The Program’s guidelines will also apply to all currently developed properties on that same corridor that undertake property and/or structure redevelopment involving modification of 50% or more of their present property or structure to include modification to design, layout, signage, or exterior appearance for which a building permit is required.

3. Definitions (Moved to Section 102)

~~Architectural Elements: Elements indicative of local heritage; embellishments to windows, doors, etc.~~

~~Building Height: Building height is the distance from the finished grade to the highest point on the structure.~~

~~Color Board: The Historic Colors of America color chart put out by Spectra Tone Paint~~

~~Façade: The front of a building or any side facing a public way or area.~~

~~Governmental Agency: The City of Globe, Town of Miami and/or Gila County Government that has jurisdiction over the area of concern.~~

~~Ground Cover: Vegetative groundcovers that serve to keep soil from eroding or moving as a result of natural forces.~~

~~Hardscape: Hardscape, or "hardscaping" refers to inanimate elements of landscaping. Anything used in landscaping that is not part of the living component of the landscape (i.e. plants) can be considered a hardscape element. i.e. water fountains, stone walls, concrete or brick patios, tile paths, wooden decks and wooden arbors.~~

~~Low Profile Sign: A sign that does not exceed a height of five feet from finished grade~~

~~Marquee Sign: A permanent or portable illuminated freestanding sign that employees flashing or moving elements.~~

~~Natural open space: Undisturbed, native vegetation~~

~~Overhead Protection Structure: Overhead protection structures are devices installed on a building façade or freestanding devices intended to provide shade and protection to pedestrian areas and display windows. These may include porches, colonnades, trellises, pergolas, canopies, awnings and recessed doorways.~~

~~Utility Equipment:~~

~~Hardscape devices which are installed vertically into/onto the property and visible from the corridor for the purpose of power transmission, lighting, or communication.~~

~~Xeriscape: A water efficient landscaping technique, utilizing unthirsty native or drought tolerant exotic plants~~

3. Exemptions

- a. The guidelines of this Design Review Program shall not apply to the following activities:
 - i. Maintenance of the exterior of existing structures such as repainting, re-roofing, residing, where similar materials and colors, are used.
 - ii. Interior remodeling.
 - iii. Existing nonconforming aspects of a building or site not addressed in an application for a design review permit.
 - iv. Short-term/temporary preventative maintenance as a result of an emergency situation. i.e. fire, flood, natural disaster.

4. Application Procedures

- a. Applications for a design review requires submission of nine (9) design packets for review by the government agency with jurisdiction over the property and the Regional Design Review Committee.
- b. Each packet must contain:
 - i. Site Plan that provides the following:
 - a) Pedestrian & vehicular circulation.
 - b) Building floor plans showing orientation of windows & doors on the exterior walls of the proposed structure.
 - c) Location and description of exterior signage.
 - d) Landscape plan, including plants type and placement, and hardscape details.
 - e) Exterior Lighting; location, type, and orientation.
 - f) Fences and walls, (material and surface textures).
 - ii. Building Elevations which provide the following:

- a) Façade Treatment.
- b) Architectural Design.
- c) Building Height.
- d) Building Materials.
- e) Design Detail for windows and doors.

~~6. Design Review Committee~~ **[Moved to Section 101.1(E)]**

~~The Design Review Committee will serve as an advisory committee to the Planning & Zoning Administrators (or equivalent) of the governmental agencies involved.~~

- ~~a. Each governmental agency will appoint three members to serve on the Design Review Board~~
- ~~b. At least one of the three members should be from property owners within the overlay district~~
- ~~c. All members should be appointed to four year terms~~
- ~~d. At the time of initial appointment the governmental jurisdiction should appoint one member for two years and one member for three years and one member for four years. Thereafter all appointments should be for four year terms.~~
- ~~e. The Design Review Committee shall elect a Chairman and a Vice Chairman to serve one-year terms to coordinate meetings and the Committee's proceedings in compliance with the requirements of the Arizona Open Meeting Laws. Their responsibilities shall include preparation and publication of the notices of the meeting, an agenda, and minutes of the meetings.~~
- ~~f. All meetings of the Design Review Board must comply with requirements of the Arizona Open Meeting laws.~~
- ~~g. Non-voting/advisory membership may be extended to a representative of other governmental agencies for the purpose of consultation at the discretion of the committee. I.e. ADOT.~~
- ~~h. Upon receiving design packets from the property owners in accordance with Section V above, the staff of the governmental agency having jurisdiction will transmit those packets to the Design Review Committee.~~
- ~~i. The Design Review Committee shall meet within 15 days of receipt of a Design Packet and prepare a written recommendation to the staff of the governmental agency having jurisdiction. If a written recommendation is not received within 30 days from the date of transmittal described above the governmental agency having jurisdiction will assume the packet is approved with no recommendation from the Design Review Committee.~~

5. Review Procedures

Upon submittal of a completed application, the Design Review Committee shall review and prepare a written recommendation to the governmental agency having jurisdiction over the subject property regarding the following elements to which the Design Review Program's guidelines apply:

- a. Site Layout
 - i. Site Layout: Orientation and location of buildings, hardscape, natural features and landscaped areas in relation to physical characteristics of the site, neighborhood character, and the appearance and harmony of adjacent buildings. For the purpose of these guidelines a property not immediately adjacent to the corridor shall be considered as adjacent to the corridor if the property adjacent to the corridor is undeveloped.
 - ii. The appearance and safety of the proposed pedestrian system.
 - iii. Landscaping:
 - a) The location, height and species of hedges, trees, and xeriscaping to ensure harmony with the ambiance of the area and the intent of these guidelines.
 - b) The planting of groundcover to prevent dust and erosion.
 - c) The preservation of existing healthy trees.
 - iv. Hardscaping: The location, height and material of walls, fences, and other artificial embellishments to ensure harmony with the ambiance of the area and the intent of these guidelines.
 - v. Outdoor Signage: The number, location, color, size, lighting, and landscaping of outdoor advertising devices as they relate to pedestrian and vehicular traffic, their appearance and harmony with the existing adjacent structures, and the intent of these guidelines.
- b. Architectural Character
 - i. The consistency of the applications of the proposed design with approved design guidelines.
 - ii. The compatibility of the character of the proposed design with adjacent structures and the intent of these regulations.
 - iii. Preservation of historical structures (if within registered Historic Districts).
- c. Overall Compliance with Development Standards - The Design Review Committee or the Planning Staff of the government agency with jurisdiction over the said property, on a case-by-case basis, may make exceptions to the provisions of Section 68-Development Standards (see below), due to unique characteristics of the site or economic hardship to the applicant.

6. Development Standards (Site Design)

- a. Pedestrian and Vehicular
 - i. Circulation patterns should be obvious and simple. All pedestrian routes should be considered in the design phase to eliminate “short cuts” that damage landscaped areas.
 - ii. Circulation systems should limit conflicts between vehicular, bicycle and pedestrian traffic.
 - iii. Where pedestrian routes cross vehicular traffic paths; a change in grade, materials, textures and/or colors should be provided.
 - iv. Pedestrian routes/paths should be provided to the front entrance of a building from the public right of way.
 - v. Bicycle parking facilities may be substituted for automobile parking spaces required at a ratio of five (5) bicycle spaces for one required vehicle parking space. A maximum of five (5) % of the total required parking spaces may be reduced from the total number of parking spaces

required under the established parking spaces related requirements in the government agency's standards. Bicycle parking facilities should include provisions for locking of the bicycle in a secure rack.

b. Building Set Backs

- i. Buildings should be placed as close to the front property line as reasonable with consideration for the safe passage of vehicular and pedestrian traffic.
- ii. Where no side yard setback is provided, structural wall construction must be two-hour fire rated, and the roof must not drain directly onto adjoining property.
- iii. Rear yard setback is not required except when the adjoining property is residential. Where this occurs, a case-by-case review will determine appropriate setbacks that are compatible with the adjoining properties.
- iv. Overhead structures such as porches and balconies may be placed on the front property line except where adjoining structures have larger front yards.

c. Parking Facilities

Parking should not be positioned between the public sidewalk and the front of the building, here feasible. Parking at the side of the property must be landscaped and screened.

d. Multiple Buildings

Multiple buildings on the same property should be designed to create a cohesive visual relationship between buildings.

e. Driveways

- i. Shared or common driveways are encouraged.
- ii. There should be a maximum of one driveway per lot or parcel except where the lot has more than one hundred (100) feet of frontage on the Highway Corridor. Driveways should be separated by a minimum of one hundred (100) feet. Approval of the Arizona Department of Transportation must be obtained in each case. The State's jurisdiction and decision shall always prevail if different than the recommendation of the Design Review Committee.

f. Signage

- i. No roof sign should be permitted except where significant negative grade change exists from the roadway to the building site.
- ii. Portable free-standing signs must not exceed three (3) feet in height, six (6) square feet on each face, and must not obstruct pedestrian ways or cause line of sight problems.
- iii. Permanent free-standing signs should not exceed thirty-two (32) square feet on each face and must be low profile.
- iv. Marquee signs must not be installed in such a manner that the illumination from the sign causes distraction or hindrance to vehicles on the corridor nor occupants of nearby properties.
- v. Colors should be used from the approved color board.
- vi. Signs must be properly maintained.

- vii. Signs should be architecturally integrated with their surroundings in terms of size, shape, color, texture and lighting.
 - viii. Signs should not be in visual competition with each other.
 - ix. In the event that these signage guidelines are found to be in conflict with the adopted sign ordinance provisions of the government agency with jurisdiction, the established governmental sign ordinance requirements shall have precedence.
- g. Lighting
- i. Colored lighting is allowed but should not:
 - a) spill over onto adjacent properties;
 - b) be the primary lighting theme; or
 - c) contain moving or streaming lights or components.
 - ii. Lighting fixtures should be historically appropriate to the area, and close in appearance to other installed historic lighting within the government jurisdiction.
- h. Utility Equipment
- i. Mechanical systems equipment should be screened and sound attenuated, using approved building materials and positioned to maintain minimum intrusion on the public view.
 - ii. Utility areas and equipment, such as trash receptacles, storage areas, service yards and loading/unloading areas should be screened from public view with approved building materials.
 - iii. Permanently installed utility standards and communication equipment should blend into the surrounding environment. The use of earth colors and/or the installation of faux foliage, and/or the installation of equipment constructed to replicate a living plant, such as a palm tree, cactus, or other tree as appropriate to blend the equipment into the environment should be considered.
- i. Landscaping
- i. Landscaping should soften the visual appearance of the site, and provide a pedestrian friendly environment.
 - ii. Any planting within the rights of way should not create a line of sight nuisance, or be a nuisance to pedestrian and vehicular traffic in any way.
 - iii. All undeveloped areas, within public view, should be landscaped or left with undisturbed natural vegetation.
 - iv. Deciduous or evergreen shrubs and trees can be used.
 - v. Planter boxes are encouraged for flowers.

- j. Hardscape
 - i. Colors, textures and materials selected for walkways, patios, and other ground plane enhancements must support the architectural character of the area.
 - ii. Materials should not impede accessibility to those who are physically challenged.
 - iii. The texture and color of hardscape should clearly differentiate between driveways, parking facilities, and those areas used by bicyclists or pedestrians.
 - iv. Stone, brick, colored concrete, pavers, covered boardwalks, and concrete finishes are acceptable.
 - v. Natural materials should be used to the maximum extent; Synthetic materials may be considered.
- k. Street Furniture
 - i. Street furniture should be of design and character consistent with municipal streetscape elements.
 - ii. Synthetic or plastic elements are not permitted.
- l. Fences and Walls

When adding fences and walls, the building materials should comply with the approved building materials in this guideline.
- m. Overhead Protection Structures
 - i. Overhead protection structures should be installed on the façade of the ground floor above any installed or planned pedestrian pathways.
 - ii. A minimum of seven (7) foot vertical clearance is required for overhead structures above potential pedestrian pathways.

7. Development Standards (Architectural and Structural Design)

- a. Architectural Features
 - i. Architectural design should be compatible with the character of the area. Design compatibility should include complimentary building style, form, size, color and materials.
 - ii. Diversity of architectural design is encouraged that portrays the historical and cultural influences of the area.
 - iii. Detail is required at/around all doorways and windows that front on the street or are part of visible sidewalls.
 - iv. Rough sawn wood reflecting “pioneer” look is encouraged.
- b. Building Materials
 - i. The preferred building materials include wood, stone, brick, and adobe. Stucco and synthetic materials may be considered.
 - ii. Metal buildings are permitted if the facade visible from the right-of way is composed of building materials specified in paragraph G.1.b above.

- c. Building Colors
 - i. Exterior colors should be selected from the recommended color board, Historic Colors of America.
 - ii. Trim and body colors should be complimentary, and brilliant, bold colors should be avoided.

d. Roof Design

Acceptable roof materials include galvanized and colored metal, or dimensional asphalt shingles. The use of composite material will be reviewed on a case-by-case basis. The use of natural wood shake roof material is highly discouraged.

e. Facade Treatment

- i. The concealing of original facades as part of restoration/rehabilitation should be avoided.
- ii. Storefront restoration should return the façade to its original character as much as is reasonable and appropriate and meets design review requirements.
- iii. Reflective or mirrored glass should be avoided. Tinted glass should comply with Arizona Standards of 30% maximum reduction of transparency.
- iv. A minimum of 35% of the front first floor of the building at the front property line should be windows or doors.
- v. No new construction or remodeling of an existing building will use mill finished aluminum windows, doors, or display devices.
- vi. In new construction glass block windows visible from public walkways should be avoided.

8. Guideline Review

This guideline is subject to continuous review by the Design Review Committee and the governmental agencies to which it applies. Significant changes to this document will require full concordance of all affected agencies before those changes are implemented.

SECTION 104.7

USE DISTRICTS (SPECIAL)

A. GU – GENERAL UNCLASSIFIED DISTRICT

1. Intent and Purpose: To provide for all the unincorporated areas of Gila County not otherwise designated for some other specific zone to be included in the “General Unclassified District” by this Zoning Ordinance.
2. District Stipulations and Provisions:
 - a. No subdivision of land for sale, rent, or lease for residential, commercial, or industrial use shall be conducted or approved in the GU District without prior rezoning of the land so intended.
 - b. Off-site signs (billboards) are not permitted in this District
 - c. Sexually oriented businesses are not permitted in this District.

- d. Minimum density requirements shall be the same as D40 Density District.

SECTION 104.8

DENSITY DISTRICTS

Density districts shall be established in order to maintain a desirable amount of open space and regulate the intensity of use within conventionally designed, detached single-family residential subdivisions or those unplatted areas primarily devoted to detached single-family residential use.

A. GENERAL REGULATIONS

Except as enumerated to the contrary under any particular density district or under “General Stipulations and Provisions” (Section 103), the following, where applicable, shall apply to all density districts or to any residential use in use districts not combined with density districts

1. Lot Area and Dimensions:
 - a. Any lot which is substandard for the district in which it is located, either as to dimensions or area, that was legally established as such when it came under the influence of the minimum regulations of such district, shall be considered a legal lot in that district.
 - b. No lot shall be further divided in such a manner that any division of such lot shall contain more living units and/or percent of lot coverage than is permitted on that area by the minimum regulations of the district in which such lot is situated.
2. Yard Dimensions/Space Between Buildings: Minimum yard requirements in all density districts shall be as follows:
 - a. Front Yard -- Twenty (20) feet.
 - b. Rear Yard -- Twenty (20) feet.
 - c. Street Side of Corner Lot -- Ten (10) feet.
 - d. Interior Side Yard -- Seven (7) feet; nine (9) feet on one interior side yard if vehicular access is needed per Section 104.4.A.3a.
 - e. Distance Between Buildings -- No dwelling shall be closer than six (6) feet to any other building on the same lot.
 - f. Detached Accessory Buildings -- Shall conform to front and side yard requirements for main buildings and shall be at least seven (7) feet from rear lot line. (See Sections 104.4.A.3 “Yard Deviations” and 104.4.A.4 “Projection Into Yards”)
3. Yard Deviations (See yard definition for measure requirements):

- a. Side Yards -- On any lot where a garage or carport is not attached to the main building, one side yard must measure no less than nine (9) feet to provide vehicular access to rear parking.
- 4. Projection into yards is prohibited, except as herein enumerated:
 - a. All Yards:
 - i. Cornices, eaves, coolers, open balconies, open fire escapes, stairways, or fire towers may project not more than five (5) feet into any minimum yard, provided such projection shall be no closer than two (2) feet from any property line.
 - ii. Sills, leaders, belt courses and similar ornamental and chimneys may project not more than two (2) feet into any minimum yard or court.
 - b. Front Yard:
 - i. A bay window, oriel, entrance or vestibule, which is not more than ten (10) feet in width, may project not more than three (3) feet into any minimum front yard.
 - ii. An attached open porch, carport, or balcony may project not more than six (6) feet into any minimum front yard.
 - c. Rear Yard:
 - i. A bay window, oriel, entrance or vestibule, which is not more than ten (10) feet in width, may project not more than three (3) feet into any minimum rear yard.
 - ii. An attached open porch, carport, or balcony may project not more than (10) feet into any minimum rear yard, provided no such projection shall be less than eight (8) feet from any common rear property line.
- 5. Building Height: Unless otherwise stipulated in the individual zoning district, a Use Permit shall be required for any building exceeding three (3) stories or thirty (30) feet in height.
- 6. Maximum Density: The maximum density within single-family detached residential subdivisions shall not exceed 6.6 dwelling units per gross acre, except as otherwise enumerated herein.

~~7. Variance Due to Extreme Conditions: (This section was moved)~~

- ~~a. When compliance with the minimum building setback regulations would cause extreme hardship due to conditions of extreme topography or the unnecessary destruction of vegetation, the Planning Director may grant a variance not to exceed fifty percent (50%) of the minimum required yard. However, under no circumstances shall there be a yard of less than five (5) feet.~~
- ~~b. The Planning Director or his designated representative shall first inspect the property to determine the circumstances and shall approve or deny the variance based on his findings and shall set forth his findings and recommendations on a form provided for that purpose.~~

- ~~c. Notice of the decision of the Director shall be sent by United States Certified Mail to the applicant and the owners of record, according to the official assessment rolls of the Gila County Assessor, or all adjacent properties.~~
- ~~d. Appeals of the decision of the Director may be made to the Board of Adjustment & Appeals and must be filed in writing with the Development Office within fifteen (15) days following the date of mailing of the notice of decision.~~
- ~~e. The decision of the Director shall become effective at the expiration of the fifteen day appeal period, provided that no appeals have been filed.~~

B. DENSITY DISTRICT REQUIREMENTS

1. D6 -- 6.6 Dwelling Units Per Acre

- a. Minimum Lot Area -- Six thousand (6,000) square feet.
- b. Minimum Lot Width at Front Setback Line -- Forty-four (44) feet.
- c. Minimum Lot Depth -- Sixty (60) feet.
- d. Maximum Building Coverage -- Fifty percent (50%) of gross lot area.
- e. Maximum Impervious Surface Coverage -- Sixty-five percent (65%) of gross lot area

2. D8 -- Five Dwelling Units Per Acre

- a. Minimum Lot Area -- Eight thousand (8,000) square feet.
- b. Minimum Lot Width at Front Setback Line -- Forty-eight (48) feet.
- c. Minimum Lot Depth -- Eighty (80) feet.
- d. Maximum Building Coverage -- Forty-five percent (45%) of gross lot area.
- e. Maximum Impervious Surface Coverage -- Sixty percent (60%) of gross lot area.

3. D10 -- Four Dwelling Units Per Acre

- a. Minimum Lot Area -- Ten thousand (10,000) square feet.
- b. Minimum Lot Width at Front Setback Line -- Fifty-two (52) feet.
- c. Minimum Lot Depth -- One hundred (100) feet
- d. Maximum Building Coverage -- Forty percent (40%) of gross lot area.

- e. Maximum Impervious Surface Coverage -- Fifty-five percent (55%) of gross lot area.
4. D12 -- 3.3 Dwelling Units Per Acre
- a. Minimum Lot Area -- Twelve thousand (12,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- Fifty-six (56) feet.
 - c. Minimum Lot Depth -- One hundred (100) feet
 - d. Maximum Building Coverage -- Thirty-five percent (35%) of gross lot area.
 - e. Maximum Impervious Surface Coverage -- Fifty percent (50%) of gross lot area.
5. D18 -- 2.2 Dwelling Units Per Acre
- a. Minimum Lot Area -- Eighteen thousand (18,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- Sixty-eight (68) feet.
 - c. Minimum Lot Depth -- One hundred (100) feet.
 - d. Maximum Building Coverage -- Thirty percent (30%) of gross lot are
 - e. Maximum Impervious Surface Coverage -- Forty percent (40%) of gross lot area.
6. D20 -- Two Dwelling Units Per Acre
- a. Minimum Lot Area -- Twenty thousand (20,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- Seventy-two (72) feet.
 - c. Minimum Lot Depth -- One hundred twenty (120) feet.
 - d. Maximum Building Coverage -- Twenty-five percent (25%) of gross lot area.
 - e. Maximum Impervious Surface Coverage -- Thirty-five percent (35%) of gross lot area.
7. D40 -- One Dwelling unit Per Acre
- a. Minimum Lot Area -- Forty thousand (40,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- Ninety-two (92) feet.
 - c. Minimum Lot Depth -- One hundred eighty (180) feet.

- d. Maximum Building Coverage -- Twenty percent (20%) of gross lot area.
 - e. Maximum Impervious Surface Coverage -- Twenty-five percent (25%) of gross lot area.
8. D70 -- .62 Dwelling Units Per Acre
- a. Minimum Lot Area -- Seventy thousand (70,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- One hundred forty-five (145) feet.
 - c. Minimum Lot Depth -- Two hundred forty-Two (242) feet.
 - d. Maximum Building Coverage -- Fifteen percent (15%) of gross lot area.
 - e. Maximum Impervious Surface Coverage -- Twenty percent (20%) of gross lot area.
9. D175 -- .25 Dwelling Units/Acre
- a. Minimum Lot Area -- One hundred seventy-five thousand (175,000) square feet.
 - b. Minimum Lot Width at Front Setback Line -- Two hundred thirty-four (234) feet.
 - c. Minimum Lot Depth -- Three hundred ninety (390) feet.
 - d. Maximum Building Coverage -- Eight and one-half percent (8 1/2%) of gross lot area.
 - e. Maximum Impervious Surface Coverage -- Twelve percent (12%) of gross lot area.

104.5

~~REGIONAL DESIGN REVIEW GUIDELINES~~ [Moved to Section 104.6(E)] (ADOPTED BY THE BOARD OF SUPERVISORS DECEMBER 2, 2008)

~~9. Purpose and Intent~~

~~The purpose of the design review program is to preserve and enhance the beauty and uniqueness of the region, facilitate incorporation of the region's culture and natural resources into property, increase the value of the property, pedestrian friendly planning, and to contribute to the further enhancement of the economic base of our area through increased awareness and appeal of the properties adjacent to the U.S. Highway 60-70 corridor benefiting all property owners, residents, and visitors to the region.~~

~~10. Applicability~~

These guidelines, upon adoption by each respective government jurisdiction through ordinance, shall be applicable to all developable properties that front on the U.S. Highway 60/70 corridor from the West end of Miami to the East end of Globe. The Program's guidelines will also apply to all currently developed properties on that same corridor that undertake property and/or structure redevelopment involving modification of 50% or more of their present property or structure to include modification to design, layout, signage, or exterior appearance for which a building permit is required.

4. Definitions (Moved to Section 102)

Architectural Elements: Elements indicative of local heritage; embellishments to windows, doors, etc.

Building Height: Building height is the distance from the finished grade to the highest point on the structure.

Color Board: The Historic Colors of America color chart put out by Spectra Tone Paint

Façade: The front of a building or any side facing a public way or area.

Governmental Agency: The City of Globe, Town of Miami and/or Gila County Government that has jurisdiction over the area of concern.

Ground Cover: Vegetative groundcovers that serve to keep soil from eroding or moving as a result of natural forces.

Hardscape: Hardscape, or "hardscaping" refers to inanimate elements of landscaping. Anything used in landscaping that is not part of the living component of the landscape (i.e. plants) can be considered a hardscape element. i.e. water fountains, stone walls, concrete or brick patios, tile paths, wooden decks and wooden arbors.

Low Profile Sign: A sign that does not exceed a height of five feet from finished grade

Marquee Sign: A permanent or portable illuminated freestanding sign that employees flashing or moving elements.

Natural open space: Undisturbed, native vegetation

Overhead Protection Structure: Overhead protection structures are devices installed on a building façade or freestanding devices intended to provide shade and protection to pedestrian areas and display windows. These may include porches, colonnades, trellises, pergolas, canopies, awnings and recessed doorways.

Utility Equipment:

Hardscape devices which are installed vertically into/onto the property and visible from the corridor for the purpose of power transmission, lighting, or communication.

Xeriscape: A water efficient landscaping technique, utilizing unthirsty native or drought tolerant exotic plants

C. Exemptions

1. The guidelines of this Design Review Program shall not apply to the following activities:

- a. ~~Maintenance of the exterior of existing structures such as repainting, re-roofing, residing, where similar materials and colors, are used.~~
- b. ~~Interior remodeling.~~
- c. ~~Existing nonconforming aspects of a building or site not addressed in an application for a design review permit.~~
- d. ~~Short term/temporary preventative maintenance as a result of an emergency situation. i.e. fire, flood, natural disaster.~~

~~D. Application Procedures~~

- 1. ~~Applications for a Design Review requires submission of nine (9) design packets for review by the government agency with jurisdiction over the property and the Regional Design Review Committee.~~

- 2. **~~Each packet must contain:~~**

- a. ~~Site Plan that provides the following:~~
 - i. ~~Pedestrian & Vehicular Circulation.~~
 - ii. ~~Building floor plans showing orientation of windows & doors on the exterior walls of the proposed structure.~~
 - iii. ~~Location and description of exterior signage.~~
 - iv. ~~Landscape plan, including plants type and placement, and hardscape details.~~
 - v. ~~Exterior Lighting; location, type, and orientation.~~
 - vi. ~~Fences and walls, (material and surface textures).~~
- b. ~~Building Elevations which provide the following:~~
 - i. ~~Facade Treatment.~~
 - ii. ~~Architectural Design.~~
 - iii. ~~Building Height.~~
 - iv. ~~Building Materials.~~
 - v. ~~Design Detail for windows and doors.~~

- 3. ~~Design Review Committee~~ **[Moved to Section 101.2.(E)]**

~~The Design Review Committee will serve as an advisory committee to the Planning & Zoning Administrators (or equivalent) of the governmental agencies involved.~~

- a. ~~Each governmental agency will appoint three members to serve on the Design Review Board~~
- b. ~~At lease on of the three members should be from property owners within the overlay district~~
- c. ~~All members should be appointed to four year terms~~
- d. ~~At the time of initial appointment the governmental jurisdiction should appoint one member for two years and one member for three years and one member for four years. Thereafter all appointments should be for four year terms.~~
- e. ~~The Design Review Committee shall elect a Chairman and a Vice Chairman to serve one-year terms to coordinate meetings and the Committee's proceedings in compliance with the requirements of the Arizona Open Meeting Laws. Their responsibilities shall include~~

~~preparation and publication of the notices of the meeting, an agenda, and minutes of the meetings.~~

- ~~f. All meetings of the Design Review Board must comply with requirements of the Arizona Open Meeting laws.~~
- ~~g. Non-voting/advisory membership may be extended to a representative of other governmental agencies for the purpose of consultation at the discretion of the committee. I.e. ADOT.~~
- ~~h. Upon receiving design packets from the property owners in accordance with Section V above, the staff of the governmental agency having jurisdiction will transmit those packets to the Design Review Committee.~~
- ~~i. The Design Review Committee shall meet within 15 days of receipt of a Design Packet and prepare a written recommendation to the staff of the governmental agency having jurisdiction. If a written recommendation is not received within 30 days from the date of transmittal described above the governmental agency having jurisdiction will assume the packet is approved with no recommendation from the Design Review Committee.~~

~~5. Review Procedures~~

~~Upon submittal of a completed Application, the Design Review Committee shall review and prepare a written recommendation to the governmental agency having jurisdiction over the subject property regarding the following elements to which the Design Review Program's guidelines apply:~~

~~a. Site Layout~~

- ~~i. Site Layout: Orientation and location of buildings, hardscape, natural features and landscaped areas in relation to physical characteristics of the site, neighborhood character, and the appearance and harmony of adjacent buildings. For the purpose of these guidelines a property not immediately adjacent to the corridor shall be considered as adjacent to the corridor if the property adjacent to the corridor is undeveloped.~~
- ~~ii. The appearance and safety of the proposed pedestrian system.~~
- ~~iii. Landscaping:
 - ~~d) The location, height and species of hedges, trees, and xeriscaping to ensure harmony with the ambiance of the area and the intent of these guidelines.~~
 - ~~e) The planting of groundcover to prevent dust and erosion.~~
 - ~~f) The preservation of existing healthy trees.~~~~
- ~~iv. Hardscaping: The location, height and material of walls, fences, and other artificial embellishments to ensure harmony with the ambiance of the area and the intent of these guidelines.~~
- ~~v. Outdoor Signage: The number, location, color, size, lighting, and landscaping of outdoor advertising devices as they relate to pedestrian and vehicular traffic, their appearance and harmony with the existing adjacent structures, and the intent of these guidelines.~~

b. ~~Architectural Character~~

- ~~i. The consistency of the applications of the proposed design with approved design guidelines.~~
- ~~ii. The compatibility of the character of the proposed design with adjacent structures and the intent of these regulations.~~
- ~~iii. Preservation of historical structures (if within registered Historic Districts).~~

d. ~~Overall Compliance with Development Standards~~

~~The Design Review Committee or the Planning Staff of the government agency with jurisdiction over the said property, on a case by case basis, may make exceptions to the provisions of Section F, Development Standards, due to unique characteristics of the site or economic hardship to the applicant.~~

~~6. Development Standards (Site Design)~~

a. ~~Pedestrian and Vehicular~~

- ~~i. Circulation patterns should be obvious and simple. All likely pedestrian routes should be considered in the design phase to eliminate “short cuts” that damage landscaped areas.~~
- ~~ii. Circulation systems should limit conflicts between vehicular, bicycle and pedestrian traffic.~~
- ~~iii. Where pedestrian routes cross vehicular traffic paths; a change in grade; materials; textures and/or colors should be provided.~~
- ~~iv. Pedestrian routes/paths should be provided to the front entrance of a building from the public right of way.~~
- ~~v. Bicycle parking facilities may be substituted for automobile parking spaces required at a ratio of five (5) bicycle spaces for one required vehicle parking space. A maximum of five (5) % of the total required parking spaces may be reduced from the total number of parking spaces required under the established Parking spaces related requirements in the government agency’s standards. Bicycle parking facilities should include provisions for locking of the bicycle in a secure rack.~~

b. ~~Building Set Backs~~

- ~~i. Buildings should be placed as close to the front property line as reasonable with consideration for the safe passage of vehicular and pedestrian traffic.~~
- ~~ii. Where no side yard setback is provided, structural wall construction must be Two-hour fire rated, and the roof must not drain directly onto adjoining property.~~
- ~~iii. Rear yard setback is not required except when the adjoining property is residential. Where this occurs a case by case review will determine appropriate setbacks that are compatible with the adjoining properties.~~
- ~~iv. Overhead structures such as porches and balconies may be placed on the front property line except where adjoining structures have larger front yards.~~

c. ~~Parking Facilities~~

~~Parking should not be positioned between the public sidewalk and the front of the building, here feasible. Parking at the side of the property must be landscaped and screened.~~

d. **Multiple Buildings**

~~Multiple buildings on the same property should be designed to create a cohesive visual relationship between buildings.~~

e. **Driveways**

- ~~i. Shared or common driveways are encouraged.~~
- ~~ii. There should be a maximum of one driveway per lot or parcel except where the lot has more than one hundred (100) feet of frontage on the Highway Corridor. Driveways should be separated by a minimum of one hundred (100) feet. Approval of the Arizona Department of Transportation must be obtained in each case. The State's jurisdiction and decision shall always prevail if different than the recommendation of the Design Review Committee.~~

f. **Signage**

- ~~i. No roof sign should be permitted except where significant negative grade change exists from the roadway to the building site.~~
- ~~ii. Portable freestanding signs must not exceed three (3) feet in height, six (6) square feet on each face, and must not obstruct pedestrian ways or cause line of sight problems.~~
- ~~iii. Permanent freestanding signs should not exceed thirty two (32) square feet on each face and must be low profile.~~
- ~~iv. Marquee signs must not be installed in such a manner that the illumination from the sign causes distraction or hindrance to vehicles on the corridor nor occupants of nearby properties.~~
- ~~v. Colors should be used from the approved color board.~~
- ~~vi. Signs must be properly maintained.~~
- ~~vii. Signs should be architecturally integrated with their surroundings in terms of size, shape, color, texture and lighting.~~
- ~~viii. Signs should not be in visual competition with each other.~~
- ~~ix. In the event that these signage guidelines are found to be in conflict with the adopted sign ordinance provisions of the government agency with jurisdiction, the established governmental sign ordinance requirements shall have precedence.~~

g. **Lighting**

- ~~i. Colored lighting is allowed but should not:
 - ~~d) spill over onto adjacent properties;~~
 - ~~e) be the primary lighting theme;~~
 - ~~f) contain moving or streaming lights or components.~~~~
- ~~ii. Lighting fixtures should be historically appropriate to the area, close in appearance to other installed historic lighting within the government jurisdiction.~~

h. Utility Equipment

- i. ~~Mechanical systems equipment should be screened and sound attenuated, using approved building materials and positioned to maintain minimum intrusion on the public view.~~
- ii. ~~Utility areas and equipment, such as trash receptacles, storage areas, service yards and loading/unloading areas should be screened from public view with approved building materials.~~
- iii. ~~Permanently installed utility standards and communication equipment should blend into the surrounding environment. The use of earth colors and/or the installation of faux foliage, and/or the installation of equipment constructed to replicate a living plant, such as a palm tree, cactus, or other tree as appropriate to blend the equipment into the environment should be considered.~~

i. Landscaping

- i. ~~Landscaping should soften the visual appearance of the site, and provide a pedestrian friendly environment.~~
- ii. ~~Any planting within the rights of way should not create a line of sight nuisance, or be a nuisance to pedestrian and vehicular traffic in any way.~~
- iii. ~~All undeveloped areas, within public view, should be landscaped or left with undisturbed natural vegetation.~~
- vi. ~~Deciduous or evergreen shrubs and trees can be used.~~
- vii. ~~Planter boxes are encouraged for flowers.~~

j. Hardscape

- i. ~~Colors, textures and materials selected for walkways, patios, and other ground plane enhancements must support the architectural character of the area.~~
- ii. ~~Materials should not impede accessibility to those who are physically challenged.~~
- iii. ~~The texture and color of hardscape should clearly differentiate between driveways, parking facilities, and those areas used by bicyclists or pedestrians.~~
- iv. ~~Stone, brick, colored concrete, pavers, covered boardwalks, and concrete finishes are acceptable.~~
- v. ~~Natural materials should be used to the maximum extent; Synthetic materials may be considered.~~

k. Street Furniture

- i. ~~Street furniture should be of design and character consistent with municipal streetscape elements.~~
- ii. ~~Synthetic or Plastic elements are not permitted.~~

l. Fences and Walls

~~When adding fences and walls, the building materials should comply with the approved building materials in this guideline.~~

m. **Overhead Protection Structures**

- i. ~~Overhead protection structures should be installed on the façade of the ground floor above any installed or planned pedestrian pathways.~~
- ii. ~~A minimum of seven (7) foot vertical clearance is required for overhead structures above potential pedestrian pathways.~~

~~7.~~ **Development Standards (Architectural and Structural Design)**

a. **Architectural Features**

- i. ~~Architectural design should be compatible with the character of the area. Design compatibility should include complimentary building style, form, size, color and materials.~~
- ii. ~~Diversity of architectural design is encouraged that portrays the historical and cultural influences of the area.~~
- iii. ~~Detail is required at/around all doorways and windows that front on the street or are part of visible sidewalls.~~
- iv. ~~Rough sawn wood reflecting “pioneer” look is encouraged.~~

b. **Building Materials**

- i. ~~The preferred building materials include wood, stone, brick, and adobe. Stucco and synthetic materials may be considered.~~
- ii. ~~Metal buildings are permitted if the facade visible from the right of way is composed of building materials specified in paragraph G.1.b above.~~

c. **Building Colors**

- i. ~~Exterior colors should be selected from the recommended color board, Historic Colors of America.~~
- ii. ~~Trim and body colors should be complimentary, and brilliant, bold colors should be avoided.~~

d. **Roof Design**

- e. ~~Acceptable roof materials include galvanized and colored metal, or dimensional asphalt shingles. The use of composite material will be reviewed on a case by case basis. The use of natural wood shake roof material is highly discouraged.~~

f. ~~Facade Treatment~~

- i. ~~The concealing of original facades as part of restoration/rehabilitation should be avoided.~~
- ii. ~~Storefront restoration should return the façade to its original character as much as is reasonable and appropriate and meets design review requirements.~~
- iii. ~~Reflective or mirrored glass should be avoided. Tinted glass should comply with Arizona Standards of 30% maximum reduction of transparency.~~
- iv. ~~A minimum of 35% of the front first floor of the building at the front property line should be windows or doors.~~
- v. ~~No new construction or remodeling of an existing building will use mill finished aluminum windows, doors, or display devices.~~
- vi. ~~In new construction Glass block windows visible from public walkways should be avoided.~~

g. ~~Side Walls~~

- i. ~~Blank or solid walls/wall sections visible from the pedestrian or vehicular right of way should be limited to prevent the disruption of existing architectural patterns.~~
- ii. ~~Side facades should be carefully designed with similar detailing and should be compatible with the principal façade of the building.~~
- iii. ~~Visible blank or solid walls will be limited to no more than a 20 foot section of wall without required breaks or other changes.~~

8. ~~Reporting of the Project Approvals by the Government Agency~~

- a. ~~Upon receipt of the recommendations of the Design Review Committee, the designated project review officials of the government agency of jurisdiction will communicate the committee's recommendations, along with other review comments by the government agency to the property owner or their designated representative.~~
- b. ~~If the government agency finds conflict between its application of ordinances, engineering standards, and other established and appropriate project approval requirements; the government agency's officials shall prepare a report explaining the reasons why recommendations of the Design Review Committee could not be incorporated in the overall review comments and requirements for the project and submit a copy of the report to Design Review Committee. If a project requires specific approval of the government agency's Planning and Zoning Commission or the elected governing body, the Planning and Zoning Official shall include a copy of the above report in the information package submitted to the Commission or governing elected officials prior to their consideration and final decision on the project.~~

9. ~~Guideline Review~~

~~This guideline is subject to continuous review by the Design Review Committee and the governmental agencies to which it applies. Significant changes to this document will require full concordance of all affected agencies before those changes are implemented.~~

- a. ~~With existing zoning requirements and is compatible with the Gila County Comprehensive Plan.~~

SECTION 105

AMENDMENT PROCEDURES

SECTION 105.1

AUTHORITY

The Board of Supervisors may, from time to time (after receiving a report thereupon by the Planning and Zoning Commission and after public hearings as prescribed herein), amend, supplement, or change the zoning map and/or Zoning Ordinance regulations. Any such proposed change may be initiated by the Planning and Zoning Commission or by the application of property owners or an authorized agent of a property owner.

SECTION 105.2

APPLICATION

Application for amendment shall be filed with the Community Development Division on forms provided therefore and shall be accompanied by the appropriate non-refundable fees. Upon submittal of a rezoning or specific plan application and prior to a public hearing, notification will be sent to adjacent landowners and other potentially affected citizens of the substance of the application. The applicant is responsible for written contact of all property owners within the notification area and of affected neighborhood associations, and shall offer to hold a meeting, with a specified date, for review of the proposed request. The applicant shall provide written proof of contact and offer of meeting to the ~~Planning Department~~ **Community Development Division** at least thirty days prior to the date of the public hearing by the Planning and Zoning Commission. The request shall not be set for public hearing without such written proof.

- A. An application to establish or change a zoning classification shall be initiated by a property owner, an agent authorized by the owner. Proof of ownership of the subject property or a notarized 'authorized agent' form shall be required.
- B. An application to change regulations of this Zoning Ordinance which are initiated by the Gila County Planning and Zoning Commission or Gila County staff shall not require the fee.
- C. A complete application form may require:
 - 1. A detailed narrative justifying the application.
 - 2. A legal description of the subject property.
 - 3. A map showing the particular property or properties for which the change of zone is requested and substantially the adjoining properties and the public streets and ways within a radius of three hundred (300) feet of the exterior boundaries.
 - 4. A true statement revealing any restrictions of record that would affect the requested uses of the property and the applicable dates of expiration.
 - 5. A preliminary site plan, depicting the proposed development or land use which is intended with the proposed amendment.
 - 6. The Zoning Inspector shall determine requirements and may request other property information as he deems necessary to evaluate the proposed changes in land uses. Other

information could include: title reports, records of survey, easements establishing and depicting rights of use, existing topographic maps and similar.

SECTION 105.3

PLANNING AND ZONING COMMISSION ACTION

Upon receipt of any proposed amendment, the same shall be submitted to the **Planning and Zoning** Commission for a report. Prior to reporting to the **Board of Supervisors**, the **Planning and Zoning** Commission shall hold at least one public hearing thereon, after giving at least fifteen (15) days' notice thereof by publication at least once in a newspaper of general circulation in the County seat, by posting the area included in any proposed Zoning Map change and by noticing property owners according to state law requirements. It shall not be the responsibility of the **Board of Supervisors** to maintain such posting once erected.

- A. Prior to publishing and posting a petitioned Zoning Map change the **Planning and Zoning** Commission may, on its own motion, delimit the extent and boundaries of such area so as to constitute a reasonable zone.
- B. Should the **Planning and Zoning** Commission initiate a proposed zoning amendment at the request of a person or persons, notice of such proposed change shall not be processed until the required filing fee has been paid.
- C. In the event an application is denied by the **Planning and Zoning** Commission and/or **Board of Supervisors**, the **Planning and Zoning** Commission shall reserve the right of refusal to consider a similar application within a year of the date of application.
- D. Failure of the **Planning and Zoning** Commission to report to the **Board of Supervisors** within sixty (60) days after date of application shall be deemed to be approval.

SECTION 105.4

BOARD OF SUPERVISORS' ACTION

Upon receipt of the **Planning and Zoning** Commission's recommendation, the **Board of Supervisors** ~~shall~~ **may** hold at least one public hearing within a reasonable time ~~thereafter~~, after first noticing in the same manner as is required of the **Planning and Zoning** Commission, and may thereupon take appropriate action. ~~It shall not be the responsibility of the Board to maintain the posting once erected.~~

- A. If twenty percent (20%) or more of the owners of property by area and number within the zoning area file a protest to such change, the change shall not be made except by unanimous vote.

SECTION 106

BOARD OF ADJUSTMENT

SECTION 106.1

BOARD STRUCTURE AND PROCEDURE

- ~~A. There shall be one or more Boards of Adjustment, composed of not less than three nor more than five members each, one of which shall be appointed in and shall have jurisdiction in each supervisorial district in which the Zoning Ordinance has been applied.~~
- A. **There shall be one or more boards of adjustment in each county. The Board of Supervisors may establish one board of adjustment that has jurisdiction countywide and that is composed of one member who is a resident of each supervisorial district or one board of adjustment in each**

supervisory district that has jurisdiction in that supervisory district and that is composed of not less than three nor more than five members, each of whom is a resident of that supervisory district.

- B. The members of each Board of Adjustment shall be appointed for staggered terms of four years each.

SECTION 106.2

POWERS AND DUTIES

- ~~A. The Board of Adjustment may interpret the zoning Ordinance when the meaning of any word, phrase, or section is in doubt, when there is a dispute between the appellant and enforcing officer, or when the location of a district boundary is in doubt.~~
- ~~B. The Board of Adjustment may allow a variance from the terms of the Ordinance when, owing to particular conditions, a strict interpretation would work an unnecessary hardship, if in granting the variance the general intent of the purposes of the Zoning Ordinance will be preserved.~~

A. The Board of Adjustment may:

1. Interpret this Zoning Ordinance if the meaning of any word, phrase or section is in doubt, if there is dispute between the appellant and enforcing officer or if the location of a district boundary is in doubt.
2. Allow a variance from the terms of the Zoning Ordinance if, owing to peculiar conditions, a strict interpretation would work an unnecessary hardship and if in granting the variance the general intent and purposes of this Zoning Ordinance will be preserved.
3. Any decision of the Board of Adjustment may be appealed to the Board of Supervisors.

SECTION 106.3

HEARING APPLICATIONS

A hearing application shall be filed in the office of the Zoning Inspector on forms provided therefor, together with any fee and/or charge as provided herein, none of which is refundable. Such application, together with any pertinent records, shall forthwith be transmitted to the Board of Adjustment, and shall be available for inspection during office hours.

SECTION 106.4

APPEALS

- A. Appeals to ~~an Adjustment~~ the Board of Adjustment may be taken by any person who feels that there is error or doubt in the interpretation of the Zoning Ordinance or that, due to unusual circumstances attaching to his property, an unnecessary hardship is being inflicted on him.
- B. The appeal shall state whether it is a plea for interpretation or for a variance, along with the grounds for the appeal.
- C. Any person aggrieved by a decision of the Board of Adjustment shall have the right, within thirty (30) days, to appeal to the Superior Court. The appeal shall be based on the record before the Board of Adjustment.

SECTION 106.5

HEARING AND RULINGS

- A. A hearing shall be held by the Board of Adjustment within a reasonable time after filing of an application, after first causing notice to be given to parties of interest and the public, by posting the property of application, if a property is involved, and publishing once in a newspaper of general circulation in the County at least seven days prior to the hearing. It shall not be the responsibility of the Board of Adjustment or its agents to maintain the posting once erected.
- B. Rulings shall be rendered by the Board on any application not later than thirty (30) days after initial hearing on same, unless an extension is concurred in by the applicant.
 1. In approving an application, in all or in part, the Board may designate such conditions in connection therewith as will, in its opinion, secure substantially the objectives of the Zoning these Zoning Ordinance regulations, and may require guarantees in such a form as it deems proper under the circumstances to insure that such conditions be complied with. Where any such conditions are violated or not complied with, the approval shall cease to exist, and the Inspector shall act accordingly.
 2. The granting by the Board of permission to proceed on a specific development scheme or of a permit for a construction variance shall be contingent upon permits being obtained and work commencing within six months and being diligently pursued. Failure of such shall void the ruling unless a longer time has been granted by the Board.

SECTION 107

ENFORCEMENT

SECTION 107.1

ESTABLISHMENT OF THE POSITION OF COUNTY ZONING INSPECTORS

- A. For the purpose of the enforcement of this Zoning Ordinance within the zoned area of Gila County, the position of County Zoning Inspector is hereby established.
 1. The Director Zoning Inspector of the Gila County Community Development Office Division is hereby designated County Zoning Inspector.
 2. The Board of Supervisors may also designate such Deputy Zoning Inspectors as it deems necessary for the proper administration and enforcement of this Zoning Ordinance.
 3. From and after the establishment and filling of this position, it shall be unlawful to erect, construct, reconstruct, alter or use any building or other structure within a zoning district covered by this Zoning Ordinance without first obtaining a building permit. Inspectors shall recognize the limitations placed on their authority and the exceptions to zoning and permitting regulations imposed by Arizona Revised Statutes Chapter 6, Article 2, § 11-830815.

SECTION 107.2

VIOLATIONS

It is unlawful to erect, construct, reconstruct, alter, maintain, or use any structure or land in violation of any provision of this Zoning Ordinance, and any such violation constitutes a public nuisance.

- A. **Criminal Penalties:** Any person, firm or corporation, whether as principal, owner, agent, tenant, employee or otherwise, who violates any provision of this Zoning Ordinance or violates or fails to comply with any order or regulation made hereunder is guilty of a Class 2 Misdemeanor pursuant to A.R.S. § 11-808. Each and every day during which the illegal activity, use or violation continues is a separate offense.
- B. **Civil Penalties:** Any person, firm or corporation, whether as principal, owner, agent, tenant, employee or otherwise, who violates any provisions of this Zoning Ordinance shall be subject to a civil penalty. Each day of a continuing violation is a separate violation for the purpose of imposing a separate penalty. The civil penalty for violations of this Zoning Ordinance shall be established by separate resolution of the Board of Supervisors, but shall not exceed the amount of the maximum fine for a Class 2 Misdemeanor. An alleged violator shall be entitled to an administrative hearing on his liability, and review by the Board of Supervisors as provided in A.R.S. §11-808. Pursuant to that statutory Section, 107.2.A.B.C. the Board of Supervisors shall adopt written Rules of Procedures for such hearing and reviews.
- C. **Remedies:** An alleged violator who is served with Notice of Violation subject to civil penalty shall not be subject to a criminal prosecution for the same factual situation. However, all other remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or improvements nor prevent the enforcement, correction or removal thereof. In addition to the other remedies provided in this article, the Board of Supervisors, the County Attorney, the **Zoning** Inspector, or any adjacent or neighboring property owner who shall be damaged by the violation of any provision of this Zoning Ordinance, may institute, in addition to the other remedies provided by law, injunction, mandamus, abatement or any other appropriate action, proceeding or proceedings to prevent or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

SECTION 107.3

LEGAL PROCEDURE

- A. The ~~County~~ Zoning Inspector shall enforce the provisions of this Zoning Ordinance by means of the following:
 - 1. Notification to the offending party of the nature and extent of the violation, together with a request for abatement of the violation within a stated period of time;
 - 2. the withholding of a building permit; **and**
 - 3. the initiation of criminal proceedings or **the initiation of civil proceedings.**
 - 4. ~~the initiation of civil proceedings.~~

- B. It shall be the duty of the Sheriff and County Attorney to join with the Zoning Inspector and Board of Supervisors or their legal representative in the enforcement of this Zoning Ordinance and all of the provisions of same.
- C. Any use of property or erection, building, or maintenance of a building, structure, or improvement which is contrary to the provisions of this Zoning Ordinance shall be, and the same is hereby declared, unlawful and a public nuisance, and the County Attorney shall, upon request of the Zoning Inspector, order of the Board of Supervisors, or his or her own initiative, commence all necessary actions or proceedings for the abatement, enjoinder, and removal thereof in the manner provided by law.

SECTION 107.4

INSPECTION

The Zoning Inspector or any Deputy **Zoning** Inspector, or any other enforcement officer may, in the discharge of his or her duties as stated herein, and for good or probable cause, enter any premises, building, or structure at any reasonable hour to inspect the same in connection with any application made under the terms of this Zoning Ordinance, or for any investigation or inspection as to whether or not any portion of such premise, building or structure is being used in violation of this Zoning Ordinance. In all cases in which permission to inspect has been refused, the owner or occupant of any premises sought to be inspected shall be given written notice personally or by registered mail at least twenty-four (24) hours before such inspection takes place. Every person who denies, prevents, or obstructs access to such premises after receipt of such written notice, or so attempts, shall be considered guilty of misdemeanor.

SECTION 108

BUILDING PERMITS

- A. Application for building permits shall be made in the office of Building Safety, Gila County Community Development **Division**. See the Gila County Building Code Ordinance for specific regulations and procedures that apply.
 - 1. A Building Permit shall not be issued unless the application for development approval complies with the provisions of this Zoning Ordinance and other applicable Gila County regulations
 - 2. No Building Permits shall be issued in a new subdivision until the Board of Supervisors has approved the Final Plat and accepted improvements.

108.1

PERMIT APPLICATION

~~Deleted February 20, 2007~~

108.1

PERMIT APPLICATION

(continued)

~~Deleted February 20, 2007~~

108.2

PERMIT VALIDITY

~~Deleted February 20, 2007~~

~~109~~

CERTIFICATES OF OCCUPANCY

~~Deleted 4-9-02~~

~~110~~ SECTION 109

REPEAL OF INCONSISTENT PROVISIONS

All **zoning** ordinances and portions of **zoning** ordinances of Gila County in conflict herewith are hereby expressly repealed.

~~111~~ SECTION 110

SEVERABILITY

This **Zoning** Ordinance and the various parts hereof are hereby declared to be severable. If any article, section, subsection, sentence, clause, phrase or word is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this **Zoning** Ordinance.

PASSED AND ADOPTED this 18th day of August 2014.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

APPROVED AS TO FORM:

Bryan Chambers
Deputy Attorney Principal



UPDATE OF THE GILA COUNTY ZONING ORDINANCE

Staff Report to the Board of Supervisors

The primary purpose of this update was to first reorganize the ordinance to facilitate easier use and second to make a few much needed changes that we felt were very important and shouldn't wait for the more comprehensive update that will follow this update.

Robert Gould, Community Development Director

8/18/2014

Update of the Gila County Zoning Ordinance

Staff Report to the Board of Supervisors

There have been some minor additions, but no major update to the Gila County Zoning Ordinance since its original adoption over fifty years ago. Staff, to this day, spends more time trying to find specific items due primarily to how the Ordinance is structured. An example is when we want to find the regulations for an Administrative Variance we look into the section for density provisions. I have been using this ordinance for almost eight years and I still have trouble finding the administrative variance section.

When we originally set out to complete this task our goal was to develop a reorganization of this ordinance that was easier for both staff and our customers. Our second step once the reorganization was complete and adopted was supposed to entail a review and rewrite of our actual regulations. As it turned out we did complete the reorganization step, but we also included some necessary regulatory changes. There will be more forthcoming but at this time we limited the regulatory changes to a few we felt were absolutely necessary.

The first part of this report will discuss what we did to reorganize the ordinance and the reasons for the reorganization. The second part will go into the regulatory changes. There were also changes that will show up in red type, but were solely for the purpose of facilitating a clearer understanding and did not change the actual regulation or how we did our jobs in administering this ordinance.

Reorganization of the Zoning Ordinance

Section 101:

We added two new parts to this section:

1. Section 101.2 entitled “Administrative Responsibilities”. This section specifies the duties of the Planning & Zoning Commission, Board of Supervisors, Board of Adjustments, Design Review Committee and Community Development Director.
2. Section 101.3 entitled “Application Procedures”. This section brings all of our procedures, except amendments into one area. It includes Administrative Variance, Citizen Participation Plan, Conditional Use Permit, Use Permit, Temporary Use Permit, Pre-application Meetings, Public Hearings, and Variance.

There have been some minor additions, but no major update to the Gila County Zoning Ordinance since its original adoption over fifty years ago.

Section 102:

All definitions were transferred to this section. We currently have definitions in the sections for Sexually Oriented businesses and Design Review. They were incorporated into this section. A few graphics were also added to facilitate better understanding.

Section 103:

Relocated 103.9 entitled “Application Fees and Charges” to 101.3 entitled “Application Procedures”.

Relocated 103.10 entitled “Use Permits” to 101.3 entitled “Application Procedures”.

Relocated 103.11 entitled “Conditional Uses and Conditional Use Permits” to 101.3 entitled “Application Procedures”.

Relocated 103.12 entitled “Temporary Uses” to 101.3 entitled “Application Procedures”.

Section 104:

Use districts were changed around so that similar use classifications were grouped together. Single Family Residential, Multi-Family Residential, Commercial, Industrial, Overlay Districts, and Special Districts were all put together.

Design Review Committee Guidelines were relocated to 101.2(E).

Design Review Definitions were relocated to 102 entitled “Definitions”.

Design Review Guidelines were relocated to 104.6(E)

Regulatory Changes.

Section 101.2(B) (1) (h) Allowed the Commission to make decisions on a Conditional Use Permit

Section 101.3(A) (5) Defined the 15 days for an appeal as calendar days.

Section 101.3(C) (b) Stipulated that an application for a conditional use permit shall be submitted by property owner or authorized agent.

Section 101.3(C) (3) (a) Stipulates the Commission’s role in rendering a decision on a conditional use permit.

Section 101.3(C) (4) Allows all Commission decisions on conditional use permits to be appealed to the Board of Supervisors within 30 days.

Section 101.3(D) (4) Appeals to the Director’s decision on a use permit will go to the Board of Adjustments within 15 working days.

Section 101.3(E) (1) Requires an expiration date on all temporary use permits.

Section 101.3(E) (4)(d) Allowed the Director to revoke a temporary use permit without notice if applicant violates conditions imposed.

Section 101.3(F) Added language for a pre-application meeting.

Section 102 Added the following definitions: Accessory Use or Structure; Berm; Buffer; Building Scale; Comprehensive Plan; Common Open Space; Conform To (Comply With) Zoning Regulations; County Officer; Director; Fully Shielded Fixture; Individual; Landscaping; Lawn; Natural Buffer; Screening Element; Traditional Neighborhood; Zoning Regulations

Section 103.6(B) (2) Added RIL and SFR as exclusions for parking requirements

Section 103.7(B) Added requirements for handicapped parking.

Section 103.12(C) Added language for review of the property development plan, making of decisions, and appeals.

Section 104 Added regulations that are applicable to all single family residential districts.

- Added language for maintaining livestock
- Added language for a guest house
- Added language for Bed and Breakfast
- Added language for public utilities

Section 105.2 The following issues were included in this section:

- Specified who can submit an application to rezone property
- Exempted staff and Commission from paying application fee
- Defined a completed application

Section 108

Section for Building Permits included language for when not to issue a building permit

The Planning & Zoning Commission has reviewed this Zoning Ordinance and have recommended that the Board of Supervisors approve the Code as submitted.

DISPLAY AD
GILA COUNTY BOARD OF SUPERVISORS

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisor's public hearing scheduled for August 5, 2014 has been canceled and rescheduled to go before the Gila County Board of Supervisors on Monday, August 18, 2014, at 10:00 a.m., or thereafter, to discuss and obtain public comment regarding amendments to the Gila County Zoning Ordinance. The Zoning Ordinance regulates land development in the unincorporated areas of Gila County that is currently zoned.

The public hearing will take place at the Gila County Courthouse, Board of Supervisor's Hearing Room, 1400 E Ash Street, Globe, Arizona, and simultaneously broadcast to the Board of Supervisor's Conference Room at the Payson County Complex, 610 E Highway 260, Payson, Arizona.

Amended Section 101 Purpose, Intent, Responsibilities and Procedures: 1. Amended Section 101 by stating authority granted to counties to adopt zoning regulations 2. Added Section 101.2 entitled Administrative Responsibilities for implementing these regulations to Board of Supervisors, Planning & Zoning Commission, Board of Adjustments, Design Review Committee and Community Development Director; 3 Added Section 101.3 entitled Application Procedures for Administrative Variance, Citizen Participation Plan, Conditional Use Permit, Use Permit, Temporary Use Permit, Pre-Application Meeting, Public Hearings and Variance; 4. Amended language for issuance of a conditional use permit to allow the Planning & Zoning Commission to approve or deny conditional use permits with appeals going to the Board of Supervisors.

Amended Section 102 Definitions by adding the following definitions: Accessory Use or Structure; Berm; Buffer; Building Scale; Comprehensive Plan; Common Open Space; Conform to (Comply with) Zoning Regulations; County Officer; Director; Fully Shielded Fixture; Individual; Landscaping; Lawn; Natural Buffer; Screening Element; Traditional Neighborhood; Zoning Regulations;

Amended Section 103 General Stipulations & Provisions – All Districts: 1. Allowed an accessory use without a primary use through the use permit process; 2. Allowed setback requirements for an accessory use to be modified through the administrative variance process. 3. Added handicapped parking requirements. 4. The following sections have been relocated from Section 103 to 101: Application Fees and charges, Use Permit Applications, Conditional Uses and Conditional Use Permits, and Temporary Uses 5. Moved Definitions for Sexually Oriented Businesses to Section 102.

Amended Section 104 Establishment of Zones; 1. Added to first part of Section 104 regulations applicable to all single family residential districts to include, keeping livestock, Guest Houses, Bed and Breakfast establishments, Utilities, Home Occupations and temporary uses. 2. Reorganized this section as follows; 104.2 Single Family Residential Districts, 104.3 Multi-Family Residential Districts, 104.4 Commercial Districts, 104.5 Industrial Districts, 104.6 Overlay Districts, 104.7 Special Zoning Districts, 104.8 Density Districts.

Amended Section 105 Amendment Procedures 1. Defined who has the right to rezone property; 2. Defined what constitutes a complete application.

Amended Section 106 Board of Adjustments 1. Defined what the Board of Adjustments is authorized to do when considering a variance.

Amended Section 108 Building Permits 1. Specifies that no building permit shall be issued until all applicable regulations are in compliance. 2. Requires Board of Supervisors to approve final plat and accept improvements before permits may be issued.

The complete DRAFT Unified Development Code is available for public inspection in the office of the Gila County Community Development Division located at 745 N. Rose Mofford, Globe, Arizona, or 714 South Beeline Highway, Suite 200, Payson, Arizona and is also available on the Gila County website under the Community Development Division under Planning and Zoning (www.gilacountyaz.gov).

Gila County Planning and Zoning

Robert Gould
Planning and Zoning Director

Az. Silver Belt: One Publication: July 30, 2014 acct: 101556

ARF-2649

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 08/18/2014

Submitted For: Don McDaniel Jr., County Manager
Submitted By: Marian Sheppard, Clerk, BOS, Clerk of the Board of Supervisors

Department: County Manager

Fiscal Year: 2014-2015 Budgeted?: Yes

Contract Dates July 1, Grant?: No

Begin & End: 2014-June 30, 2015

Matching Requirement?: No Fund?: New

Information

Request/Subject

Resolution No. 14-08-01 Providing for the Collection of Taxes for All Jurisdictions for FY 2014-2015

Background Information

The annual adoption of Gila County's budget and setting the County's primary and secondary property tax rates by the Board of Supervisors is a requirement of the Arizona Revised Statutes.

Evaluation

The specific applicable statutes are as follows:

42-17151. County, municipal, community college and school tax levy

A. On or before the third Monday in August each year, the governing body of each county, city, town, community college district and school district shall:

1. Fix, levy and assess the amount to be raised from primary property taxation and secondary property taxation. This amount, plus all other sources of revenue, as estimated, and unencumbered balances from the preceding fiscal year, shall equal the total of amounts proposed to be spent in the budget for the current fiscal year.

42-18003. Delivery of roll to county treasurer; resolution for collecting taxes

A. On or before October 1 of each year the assessment and tax roll and the cross-index shall be delivered to the county treasurer.

B. On completing the assessment and tax roll, the county board of supervisors shall adopt a resolution for the collection of taxes by the county treasurer as provided by law from the persons who are listed in the roll. The county treasurer is thereafter responsible for collecting the totals of all taxes levied on the roll.

C. The roll attached to the county board of supervisors' resolution for collecting taxes is the treasurer's authority to collect the levied taxes.

Conclusion

This date of Monday, August 18, 2014, has been set for the Board of Supervisors to set the primary and secondary property tax rates for 2014 for all taxing jurisdictions within Gila County and convey tax rates for all taxing jurisdictions to the County Treasurer. By adopting Resolution No. 14-08-01, it provides for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2014-2015.

Recommendation

Staff recommends that the Board of Supervisors set the primary and secondary property tax rates for fiscal year 2014-2015 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer and that the Board adopt Resolution No. 14-08-01.

Suggested Motion

Information/Discussion/Action to set primary and secondary property tax rates for 2014 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. 14-08-01 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2014-2015. **(Don McDaniel)**

Attachments

Resolution 14-08-01 Set Tax Rates FY 2014-2015

Hayden-Winkelman School District Hand Out



RESOLUTION NO. 14-08-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROVIDING FOR THE COLLECTION OF TAXES FOR ALL JURISDICTIONS BY THE COUNTY TREASURER FOR FISCAL YEAR 2014-2015.

WHEREAS, the Gila County Board of Supervisors has received notification of tax rates set by all jurisdictions within Gila County, and has compiled said tax rate information by jurisdiction in Exhibits A and B, attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED that, in accordance with A.R.S. §42-18003, the Board of Supervisors adopts this Resolution calling for the collection of taxes for the jurisdictions listed in Exhibits A and B by the County Treasurer as provided by law from the persons named in the tax roll and directs that a copy of this Resolution be conveyed to the County Treasurer.

PASSED AND ADOPTED this 18th day of August 2014, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Laurie J. Kline
for: Marian Sheppard, Clerk

Michael A. Pastor
Michael A. Pastor, Chairman

Gila County, Arizona
Net Assessed Valuations
Tax Levies and Tax Rates
Tax Year 2014 (Fiscal Year 2014/2015)

Tax Authority		Primary - - Secondary	Net Assessed Valuation	Levy Amount	Tax Rate
STATE OF ARIZONA					
02002	School Equalization	LCV (Primary)	416,099,715	2,117,531	0.5089
GILA COUNTY					
02000	Gila County General Purpose	LCV (Primary)	416,099,715	17,434,578	4.1900
52000	Gila County	FCV (Secondary)	419,257,531		
COUNTY-WIDE DISTRICTS					
08150	Gila Community College	LCV (Primary)	416,099,715	3,992,061	0.9594
14900	Gila County Library District	FCV (Secondary)	419,257,531	838,716	0.2000
11900	Fire District Assistance Tax	FCV (Secondary)	419,257,531	419,258	0.1000
FIRE DISTRICTS					
11202	Tri-City/Central Heights	FCV (Secondary)	18,951,378	393,014	2.0738
11204	East Verde Park	FCV (Secondary)	1,676,962	43,464	2.5918
11205	Pine/Strawberry	FCV (Secondary)	54,580,828	1,773,877	3.2500
11206	Canyon	FCV (Secondary)	7,831,873	254,535	3.2500
11207	Whispering Pines	FCV (Secondary)	8,085,723	250,657	3.1000
11208	Houston Mesa	FCV (Secondary)	3,747,137	121,782	3.2500
11212	Christopher/Kohl	FCV (Secondary)	18,453,117	540,676	2.9300
11213	Tonto Basin	FCV (Secondary)	16,615,131	539,659	3.2480
11214	Gisela	FCV (Secondary)	1,343,916	40,055	2.9805
11215	Round Valley/Oxbow Estates	FCV (Secondary)	4,808,444	112,998	2.3500
11216	Pleasant Valley	FCV (Secondary)	7,163,135	100,076	1.3971
11217	Beaver Valley	FCV (Secondary)	2,856,739	92,844	3.2500
11218	Hellsgate	FCV (Secondary)	21,797,389	708,415	3.2500
SANITARY DISTRICTS					
21251	Northern Gila County	FCV (Secondary)	156,687,835	940,127	0.6000
21253	Cobre Valley	FCV (Secondary)	-		
21255	Tri-City Regional	FCV (Secondary)	17,150,428	57,711	0.3365
STREET LIGHTING DISTRICTS					
13252	Pine SLID	FCV (Secondary)	1,290,602	1,966	0.1523
13253	Miami Gardens SLID	FCV (Secondary)	376,054	3,192	0.8487
13254	Apache Hills SLID	FCV (Secondary)	106,161	1,008	0.9491
13255	East Verde Park SLID	FCV (Secondary)	1,676,962	3,646	0.2174
13257	Upper Glendale SLID	FCV (Secondary)	111,249	1,769	1.5899
13258	Claypool Lower Miami SLID	FCV (Secondary)	5,076,669	24,916	0.4908
13259	Central Heights Country Club Midland City SL	FCV (Secondary)	3,800,712	11,243	0.2958
WATER DISTRICTS					
16010	Canyon County Imp Dist	FCV (Secondary)	1,066,585		
16040	Pine/Strawberry WID	FCV (Secondary)	47,188,650	500,011	1.0596
16060	Strawberry Hollow WWID	FCV (Secondary)	786,107		
16080	Strawberry Hollow DWID	FCV (Secondary)	786,107		
16090	Pine Creek Canyon DWID	FCV (Secondary)	3,204,314	90,000	2.8087
16120	Whispering Pines DWID	FCV (Secondary)	2,741,506	84,249	3.0731
CITIES AND TOWNS					
04151	City of Globe	LCV (Primary)	37,342,709	492,924	1.3200
54151	City of Globe	FCV (Secondary)	37,803,279		
04152	Town of Hayden	LCV (Primary)	3,434,425	277,498	8.0799
54152	Town of Hayden	FCV (Secondary)	3,433,098		
04153	Town of Miami	LCV (Primary)	3,620,216	170,000	4.6959
54153	Town of Miami	FCV (Secondary)	3,679,704		
04154	Town of Winkelman	LCV (Primary)	734,728	43,300	5.8933
54154	Town of Winkelman	FCV (Secondary)	735,754		
04155	Town of Payson	LCV (Primary)	162,226,267	642,903	0.3963
54155	Town of Payson	FCV (Secondary)	163,633,443	-	0.0000
04156	Town of Star Valley	LCV (Primary)	14,547,713		
54156	Town of Star Valley	FCV (Secondary)	14,786,790		

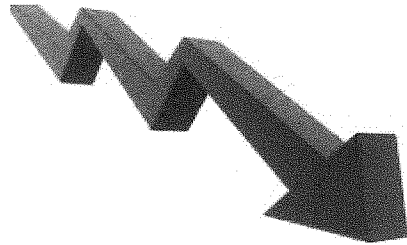
EXHIBIT A

Gila County, Arizona
Net Assessed Valuations
Tax Levies and Tax Rates
SCHOOL DISTRICTS
Tax Year 2014 (Fiscal yr 2014/2015)

Gila County, Arizona Authority	Purpose	Primary- Secondary	Net Assessed Valuation	Levy Amount	Tax Rate	Total Tax Rate
05005 Young Elem SD #5	Maint/Oper, Spec Ed, Trans	Primary	17,159,524	1,084,896	6.3224	6.8191
05005 Young Elem SD #5	Capital Outlay	Primary	17,159,524	(20,865)	(0.1216)	
05005 Young Elem SD #5	Soft Capital Outlay	Primary	17,159,524	-	-	
07005 A.R.S. 15-992(B)	A.R.S. 15-992(B)	Primary	17,159,524	106,097	0.6183	
55005 Young Elem SD #5	Override	Secondary	17,382,217	-	-	-
05012 Pine/Strawberry SD #12	Maint/Oper, Spec Ed, Trans	Primary	54,984,373	2,593,523	4.7168	4.9648
05012 Pine/Strawberry SD #12	Capital Outlay	Primary	54,984,373	(10,159)	(0.0185)	
05012 Pine/Strawberry SD #12	Soft Capital Outlay	Primary	54,984,373	-	-	
07012 A.R.S. 15-992(B)	A.R.S. 15-992(B)	Primary	54,984,373	146,550	0.2665	
55012 Pine/Strawberry SD #12	Override	Secondary	55,188,564	-	-	-
05033 Tonto Basin Elem SD #33	Maint/Oper, Spec Ed, Trans	Primary	14,450,282	901,367	6.2377	5.6486
05033 Tonto Basin Elem SD #33	Capital Outlay	Primary	14,450,282	(85,128)	(0.5891)	
05033 Tonto Basin Elem SD #33	Soft Capital Outlay	Primary	14,450,282	-	-	
55033 Tonto Basin Elem SD #33	Override	Secondary	14,557,363	-	-	
07001 Globe Unified SD #1	Maint/Oper, Spec Ed, Trans	Primary	44,813,042	2,387,129	5.3269	4.7232
07001 Globe Unified SD #1	Capital Outlay	Primary	44,813,042	(270,545)	(0.6037)	
07001 Globe Unified SD #1	Soft Capital Outlay	Primary	44,813,042	-	-	
57001 Globe Unified SD #1	Debt Service	Secondary	45,569,477	-	-	
07010 Payson Unified SD #10	Maint/Oper, Spec Ed, Trans	Primary	227,311,759	9,002,853	3.9606	4.1814
07010 Payson Unified SD #10	Capital Outlay	Primary	227,311,759	501,896	0.2208	
07010 Payson Unified SD #10	Soft Capital Outlay	Primary	227,311,759	-	-	
07010 Payson Unified SD #10	Adjacent Public Ways	Primary	227,311,759	-	-	
57010 Payson Unified SD #10	Debt Service	Secondary	229,468,789	2,861,563	1.2470	1.7653
57010 Payson Unified SD #10	Override	Secondary	229,468,789	1,189,347	0.5183	
07040 Miami Unified SD #40	Maint/Oper, Spec Ed, Trans, Dropout	Primary	48,153,336	2,206,619	4.5825	4.8201
07040 Miami Unified SD #40	Capital Outlay	Primary	48,153,336	114,389	0.2376	
07040 Miami Unified SD #40	Soft Capital Outlay	Primary	48,153,336	-	-	
57040 Miami Unified SD #40	Override	Secondary	48,654,860	546,086	1.1224	
07041 Hayden/Winkelman SD #41	Maint/Oper, Spec Ed, Trans, K-3	Primary	6,641,691	797,068	12.0010	12.3382
07041 Hayden/Winkelman SD #41	Capital Outlay	Primary	6,641,691	22,395	0.3372	
07041 Hayden/Winkelman SD #41	Soft Capital Outlay	Primary	6,641,691	-	-	
57041 Hayden/Winkelman SD #41	Debt Service	Secondary	6,656,185	-	-	
57041 Hayden/Winkelman SD #41	Repay State	Secondary	6,656,185	821,067	12.3354	12.3354
07020 San Carlos Unified SD #20	Maint/Oper, Spec Ed, Trans	Primary	1,775,482	-	-	-
07020 San Carlos Unified SD #20	Capital Outlay	Primary	1,775,482	-	-	
07020 San Carlos Unified SD #20	Soft Capital Outlay	Primary	1,775,482	-	-	
57020 San Carlos Unified SD #20	Debt Service	Secondary	1,780,076	-	-	-
57020 San Carlos Unified SD #20	Override	Secondary	1,780,076	-	-	
30003 CVIT	Joint Technology District Arrangem	Secondary	102,708,321	51,354	0.0500	0.0500
30001 NAVIT	Joint Technology District Arrangem	Secondary	232,161,604	116,081	0.0500	0.0500

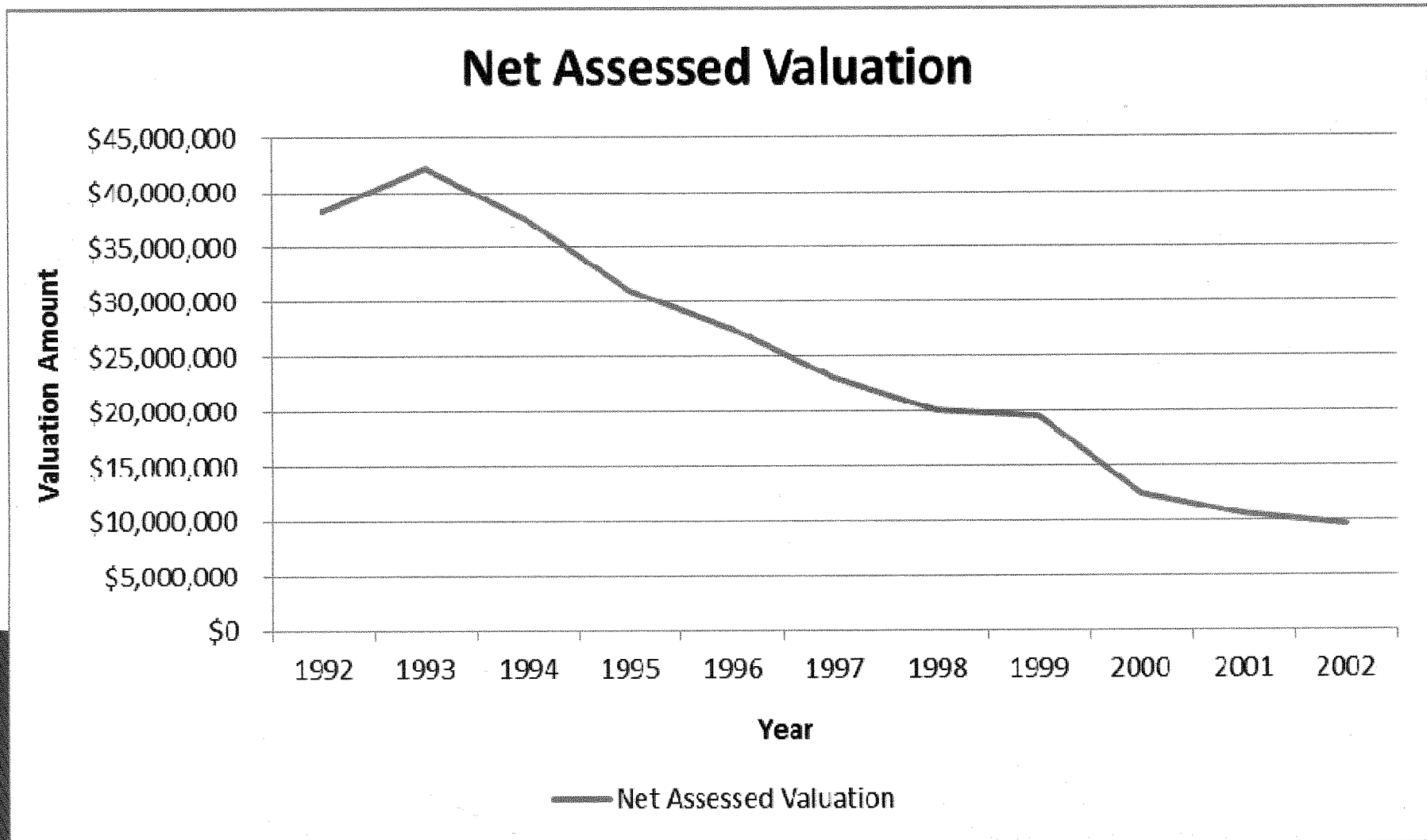
EXHIBIT B

Hayden-Winkelman School District



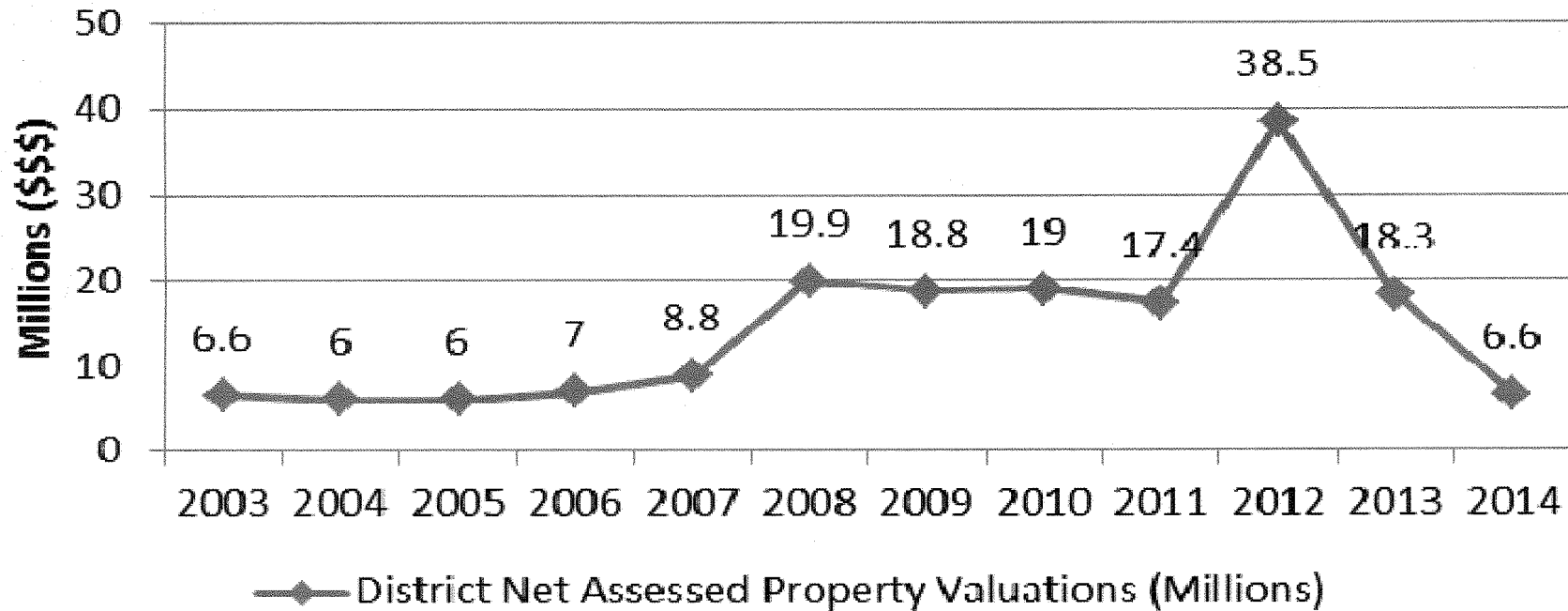
Net Property Assessed
Valuation Drop
2014-15

HWUSD Net Assessed Valuation 1992-2002

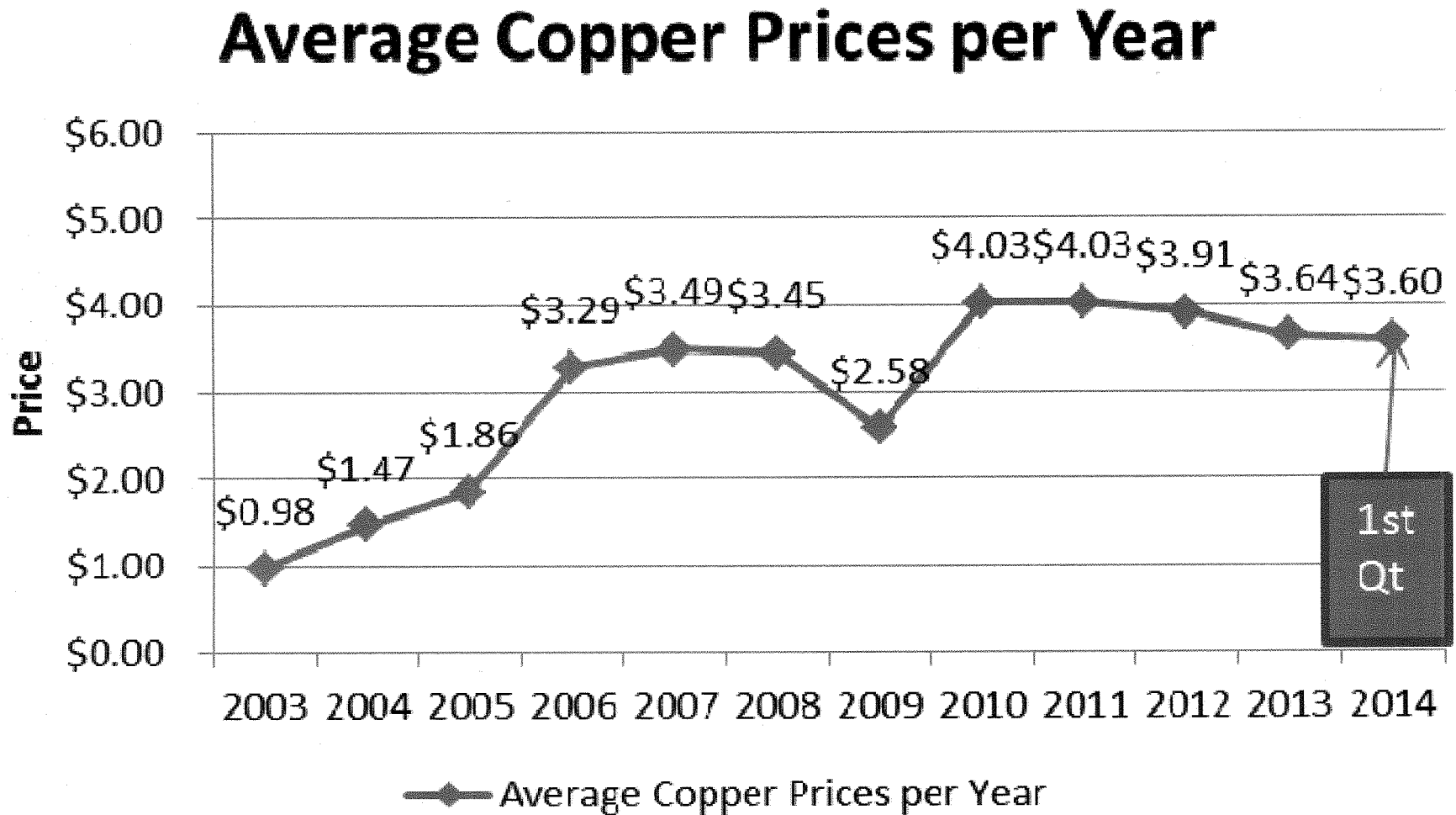


Net Assessed Property Valuations (Millions) 2003-2014

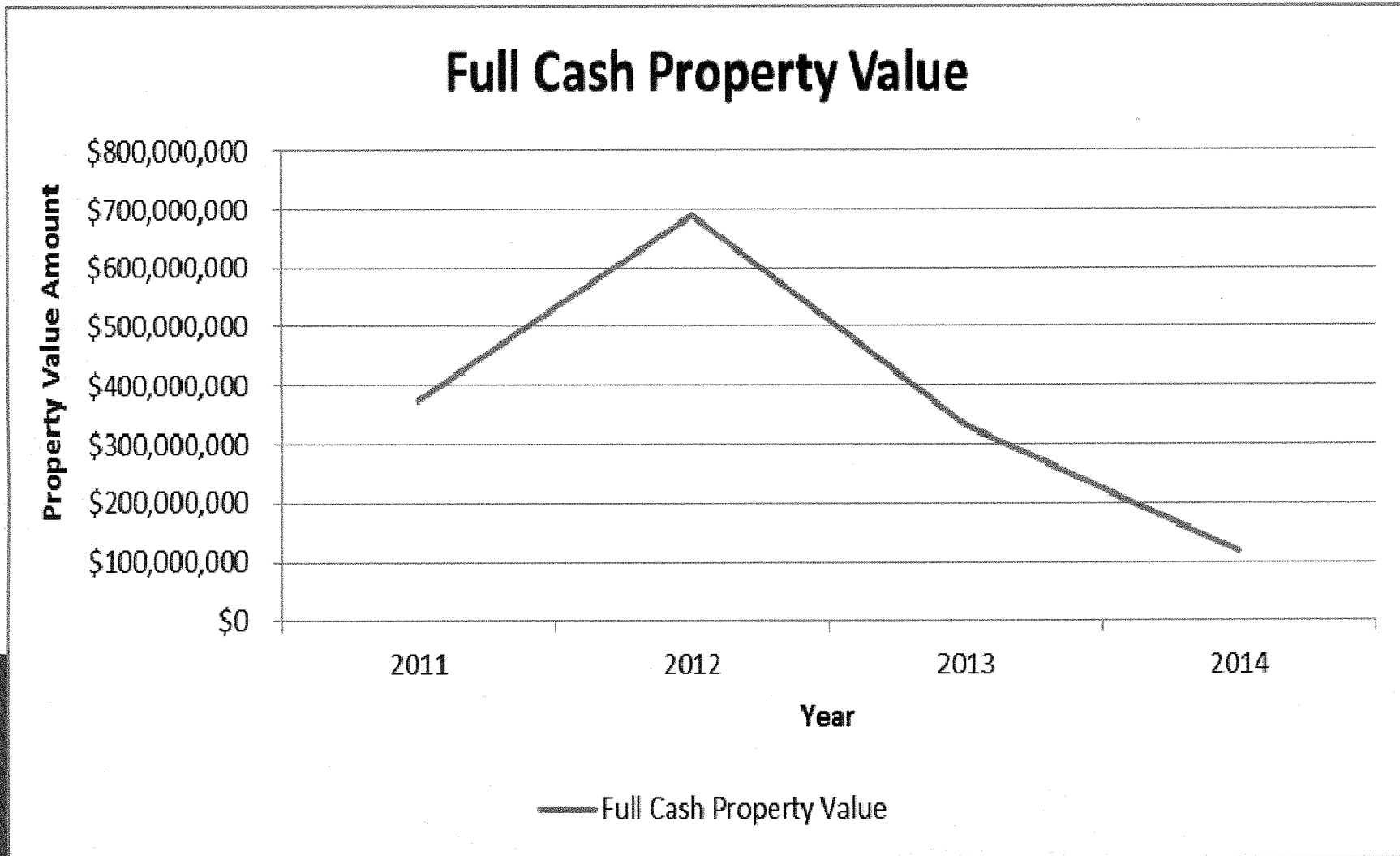
District Net Assessed Property Valuations (Millions)



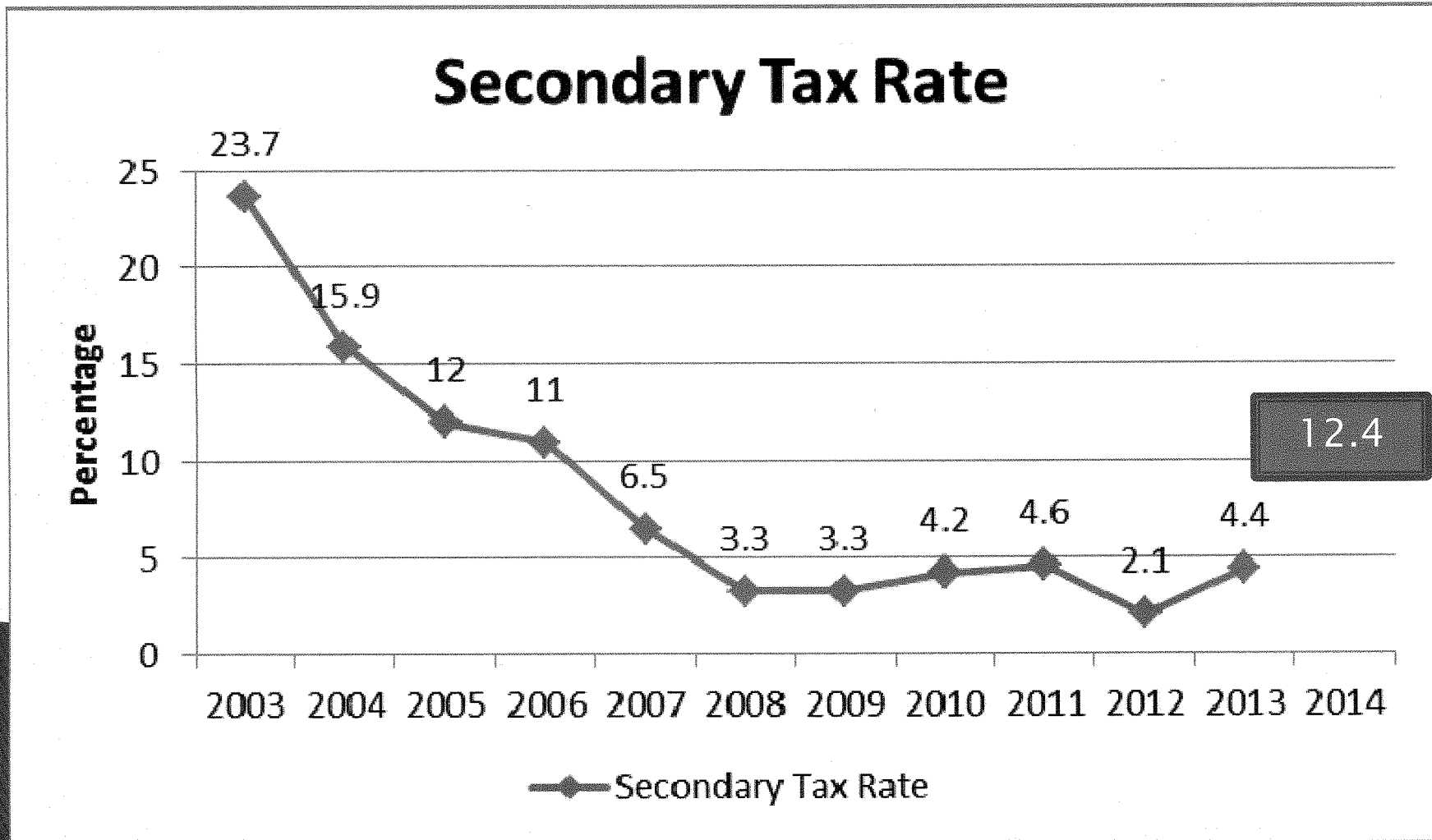
World Average Copper Prices per Year 2003–2014



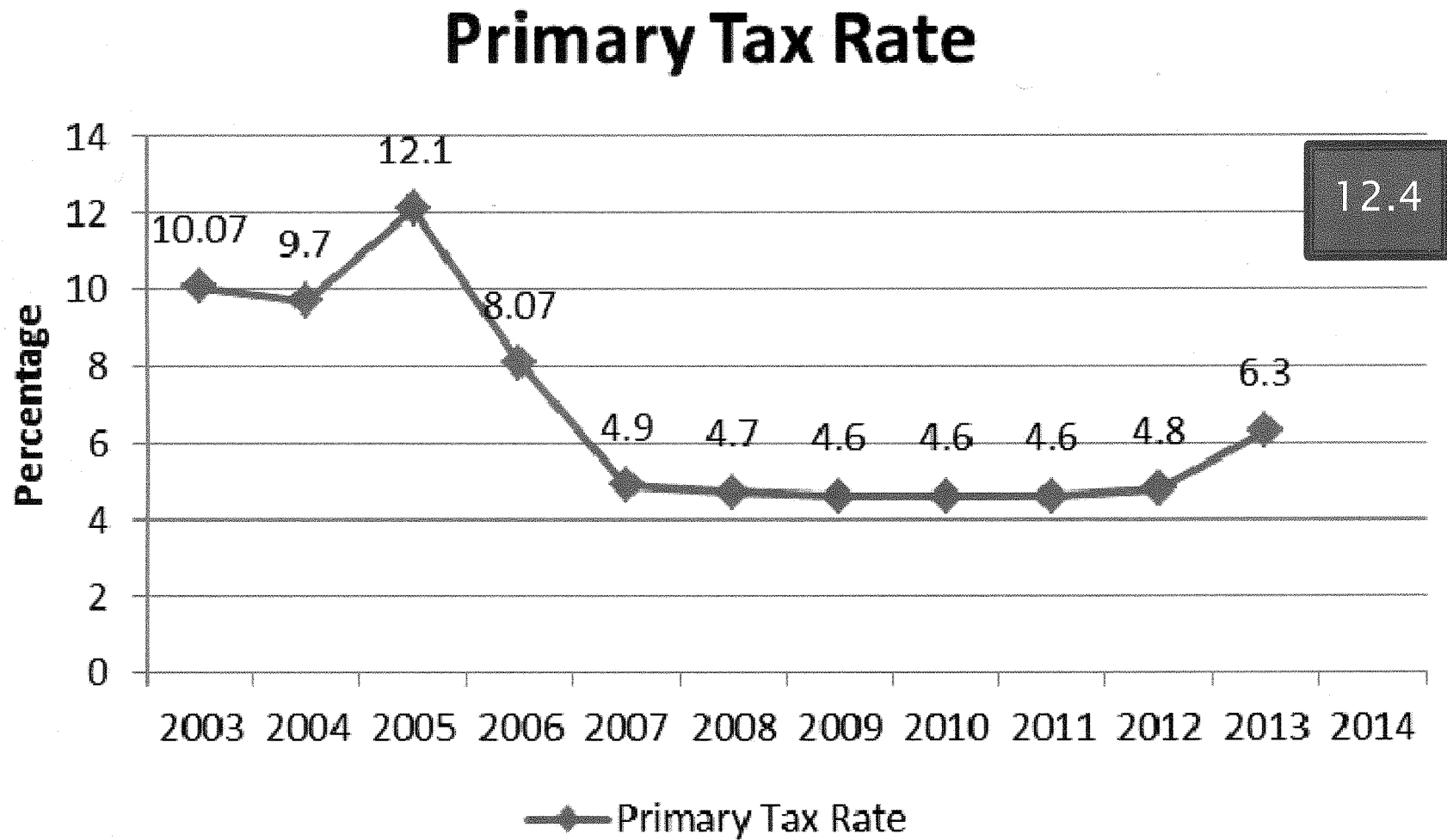
ASARCO Mining Full Cash Value 2011-2014



Secondary Tax Rate 2003-2014



Primary Tax Rate 2003-2014



ARF-2713

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 08/18/2014

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division Deputy Director, Public Works Division

Department: Public Works Division

Division: Engineering

Information

Request/Subject

Resolution No. 14-08-02 for Regulatory Signage at Intersection of Scott Ave. and Inspiration Dr.

Background Information

The Sheriff's Office asked the Engineering Department to evaluate this intersection. The intersection is part of Gila County's Maintained Roadway System.

Evaluation

An engineering warrant study of the intersection found the need for additional stop signs at the intersection.

Conclusion

Arizona Revised Statute §28-643, Local Traffic Control Devices, states, "Local authorities in their respective jurisdictions shall place and maintain the traffic control devices on highways under their jurisdiction as they deem necessary to indicate and to carry out this chapter or local traffic ordinances or to regulate, warn or guide traffic. All traffic control devices erected shall conform to the manual and specifications prescribed in section 28-641."

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board adopt Resolution No. 14-08-02 for the installation of regulatory signage at the intersection of Scott Avenue and Inspiration Drive in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-08-02 authorizing the installation of regulatory signage at the intersection of Scott Avenue and Inspiration Drive in Gila County.
(Steve Sanders)

Attachments

Resolution No. 14-08-02 with Exhibit



RESOLUTION NO. 14-08-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS FOR THE INSTALLATION OF REGULATORY SIGNAGE AT THE INTERSECTION OF SCOTT AVENUE AND INSPIRATION DRIVE

WHEREAS, the Gila County Board of Supervisors desires to provide maximum protection to the users of roads, streets, and highways in Gila County; and,

WHEREAS, said Board of Supervisors acknowledges the State of Arizona has adopted the Manual on Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration, with some exceptions (A.R.S. §28-641, State Sign Manual); and,

WHEREAS, in accordance with A.R.S. §28-643, Local Traffic Control Devices, which states, *“Local authorities in their respective jurisdictions shall place and maintain the traffic control devices on highways under their jurisdiction as they deem necessary to indicate and to carry out this chapter or local traffic ordinances or to regulate, warn or guide traffic. All traffic control devices erected shall conform to the manual and specifications prescribed in section 28-641.”*; and,

WHEREAS, official recognition of the proper position of regulatory types of signs is required to provide legal enforcement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the intersection of Scott Avenue and Inspiration Drive be signed in accordance with the attached EXHIBIT “A.”

PASSED AND ADOPTED this 18th day of August 2014 at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

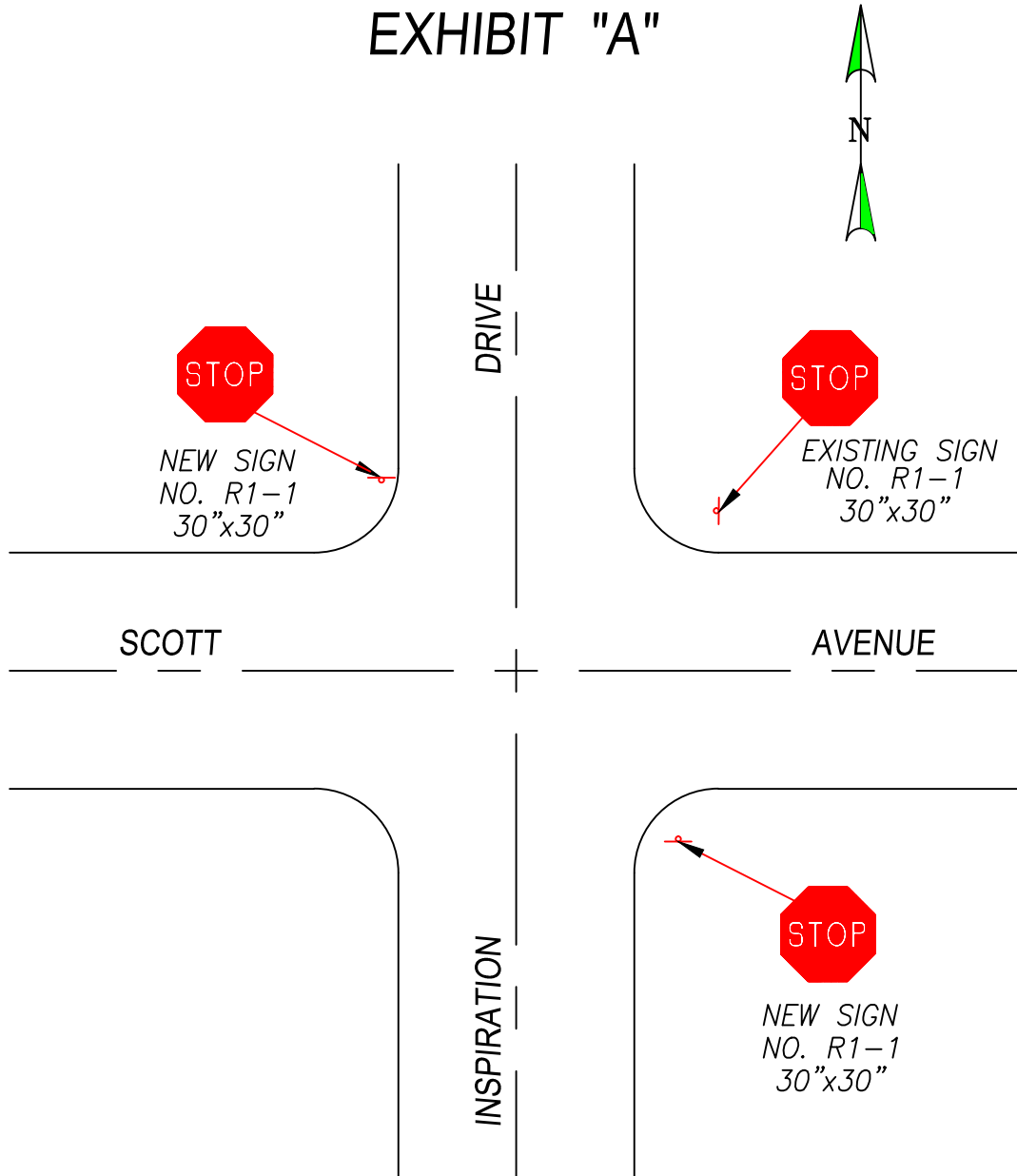
Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

EXHIBIT "A"



ISSUED:

08-18-14

REVISED:

Gila County Public Works

STEVE STRATTON, DIRECTOR

1400 East Ash
Globe, AZ 85501

(928) 425-3231
FAX (928) 425-8104

STOP SIGN DETAIL

INSPIRATION DRIVE

at

SCOTT AVENUE



SHEET 1 OF 1

ARF-2714

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 08/18/2014

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division Deputy Director, Public Works Division

Department: Public Works Division

Division: Engineering

Information

Request/Subject

Resolution No. 14-08-03 for Regulatory Signage at Intersection of Montecito Dr. and Basham Rd.

Background Information

Citizens in the area asked the Engineering Department to evaluate this intersection. The intersection is part of Gila County's Maintained Roadway System.

Evaluation

An engineering warrant study of the intersection found the need for additional stop signs at the intersection.

Conclusion

Arizona Revised Statute §28-643, Local Traffic Control Devices, states, "Local authorities in their respective jurisdictions shall place and maintain the traffic control devices on highways under their jurisdiction as they deem necessary to indicate and to carry out this chapter or local traffic ordinances or to regulate, warn or guide traffic. All traffic control devices erected shall conform to the manual and specifications prescribed in section 28-641."

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board adopt Resolution No. 14-08-03 for the installation of regulatory signage at the intersection of Montecito Drive and Basham Road Drive in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-08-03 authorizing the installation of regulatory signage at the intersection of Montecito Drive and Basham Road in Gila County.
(Steve Sanders)

Attachments

Resolution No. 14-08-03 with Exhibit



RESOLUTION NO. 14-08-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS FOR THE INSTALLATION OF REGULATORY SIGNAGE AT THE INTERSECTION OF BASHAM ROAD AND MONTECITO DRIVE

WHEREAS, the Gila County Board of Supervisors desires to provide maximum protection to the users of roads, streets, and highways in Gila County; and,

WHEREAS, said Board of Supervisors acknowledges the State of Arizona has adopted the Manual on Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration, with some exceptions (A.R.S. §28-641, State Sign Manual); and,

WHEREAS, in accordance with A.R.S. §28-643, Local Traffic Control Devices, which states, *“Local authorities in their respective jurisdictions shall place and maintain the traffic control devices on highways under their jurisdiction as they deem necessary to indicate and to carry out this chapter or local traffic ordinances or to regulate, warn or guide traffic. All traffic control devices erected shall conform to the manual and specifications prescribed in section 28-641.”*; and,

WHEREAS, official recognition of the proper position of regulatory types of signs is required to provide legal enforcement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the intersection of Basham Road and Montecito Drive be signed in accordance with the attached EXHIBIT “A.”

PASSED AND ADOPTED this 18th day of August 2014 at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

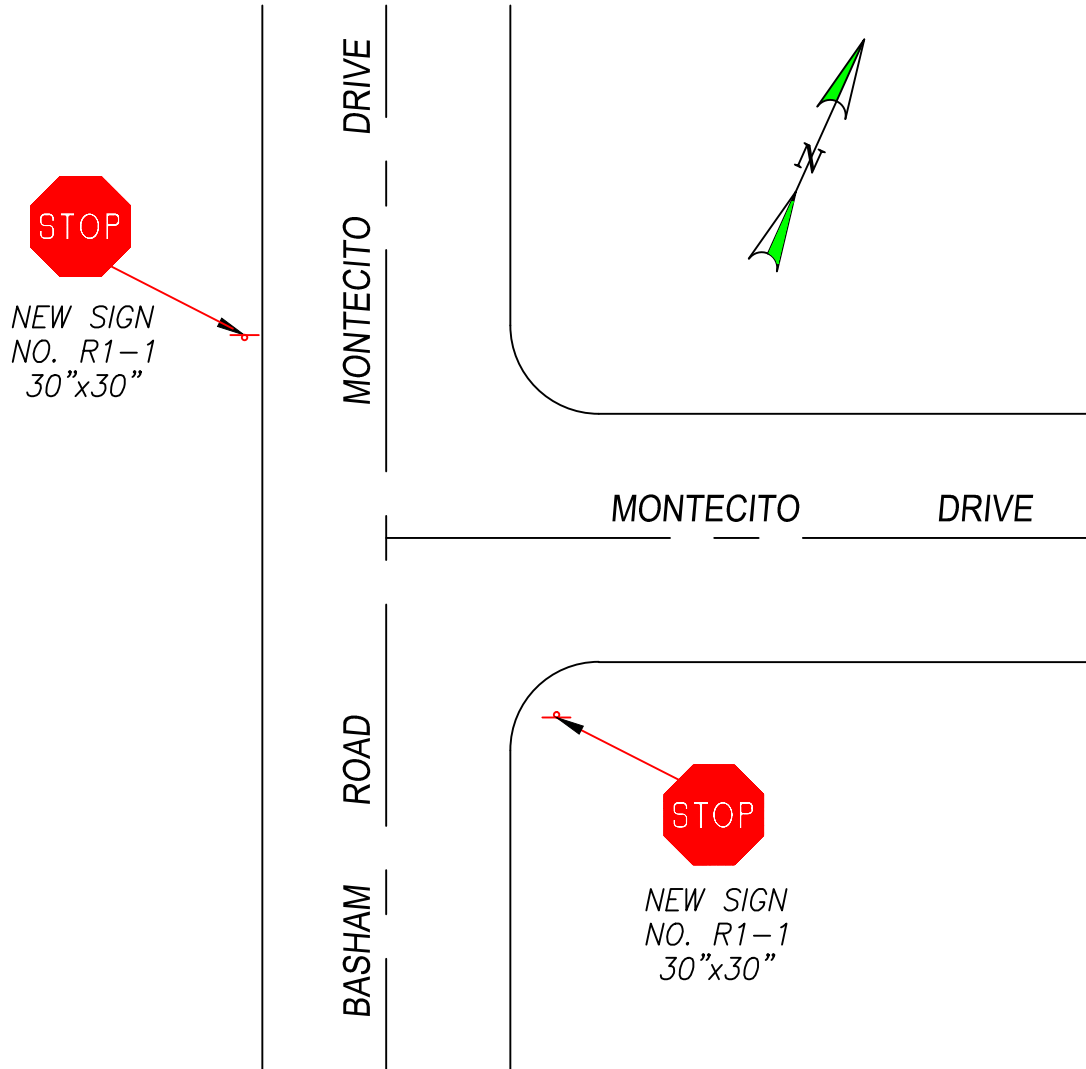
Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

EXHIBIT "A"



ISSUED:

08-18-14

REVISED:

Gila County Public Works

STEVE STRATTON, DIRECTOR

1400 East Ash
Globe, AZ 85501

(928) 425-3231
FAX (928) 425-8104

STOP SIGN DETAIL

MONTECITO DRIVE

at

BASHAM ROAD



SHEET 1 OF 1

ARF-2706

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 08/18/2014

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division Deputy Director, Public Works Division

Department: Public Works Division

Division: Engineering

Fiscal Year: FY14/15

Budgeted?: Yes

Contract Dates 8/18/14-12/31/14

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Right-of-way needed for a bridge over Tonto Creek in Tonto Basin, Arizona.

Background Information

In April 2009, Gila County entered into an Intergovernmental Agreement (Agreement No. IGA/JPA09-132I) with the Arizona Department of Transportation (ADOT) for the design of a bridge over Tonto Creek in Tonto Basin, Arizona.

Evaluation

The design is 95% percent complete. Before the design can be finalized a right-of-way (ROW) needs to be acquired for the bridge and roadway approaches to the bridge. ROW on Tonto National Forest Land has already been acquired. The remaining ROW on private property has been identified and appraised following the guidelines of the Uniform Relocation Act.

At the Board of Supervisors' June 5, 2012, meeting, the Board authorized staff to submit offer letters and copies of the appraisals to the property owners identified as having property needed for the bridge and roadway approaches.

One owner accepted the County's offer. Two owners submitted counter offers, and negotiations are still ongoing with two owners.

The Cline Family Trust accepted the County's offer of \$120,955 (see attached Cline offer letter). The Tonto Basin Fire District rejected the County's offer of \$137,800 and countered with an offer of \$230,947. Discussions ensued and an agreement was reached in the amount of \$214,877. Because the amount was different than the original offer, ADOT had to approve the difference. Contact was made with ADOT and approval was given for the increase (see attached administrative settlement parcel 201-06-007D and attached ADOT approval). Jacobs Family Trust rejected the County's offer of \$7,968 and countered with an offer of \$10,000. Because the amount was different than the original offer ADOT had to approve the difference. Contact was made with ADOT and approval was given for the increase (see attached administrative settlement parcel 201-14-001L and attached ADOT approval).

Conclusion

Once the amounts had been agreed to and approved by ADOT, escrow was opened at Pioneer Title Agency in Payson on three properties needed for the bridge and roadway approaches. The cost breakdown is shown below for each property.

An amount of \$370,000 has been budgeted in FY2015 from the Gila County ½ Cent Transportation Excise Tax Fund for the purchase of this ROW.

Fees for a purchase price of \$10,000.00, for parcel no. 201-14-001L are as follows:

Escrow Fee \$325.00

Standard Owners Title Policy \$420.00

Fees for a purchase price of \$214,877.00, for parcel no. 201-06-007D are as follows:

Escrow Fee \$513.00

Standard Owners Title Policy \$991.00

Fees for a purchase price of \$120,955.00, for parcel no. 201-06-007F are as follows:

Escrow Fee \$415.00

Standard Owners Title Policy \$731.00

Total cost for the three parcels \$349,227

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board approve a purchase requisition to Pioneer Title Agency in the amount of \$349,227 for the purchase of property needed in Tonto Basin for the right-of-way for the Tonto Creek Bridge; and authorize the Chairman to sign any related purchase documents.

Suggested Motion

Information/Discussion/Action to approve a purchase requisition to Pioneer Title Agency in the amount of \$349,227 for the purchase of property needed in Tonto Basin for right-of-way for the Tonto Creek Bridge; and authorize the Chairman's signature on all documents related thereto. **(Steve Sanders)**

Attachments

IGA/JPA 08-132I

Cline offer

Administrative Settlement TBFD

Administrative Settlement Jacobs

ADOT approval of Administrative Settlements

Pioneer Title Costs



Arizona Department of Transportation
Intermodal Transportation Division
206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

Floyd Roehrich Jr.
State Engineer

April 23, 2009

John S. Halikowski
Interim Director

RECEIVED

APR 27 2009

GILA COUNTY
PUBLIC WORKS

Gila County
Attn: Steve Sanders
Gila County Public Works
1400 East Ash Street
Globe, AZ 85501

RE: ADOT File No.: IGA/JPA 08-132I
AG Contract No.: P0012009000876
Project No.: HPP-GG1-0(204) A
Project: Tonto Creek Bridge
Section: and
TRACS No.: SS 71803D
Budget Source Item No.: N/A

Dear Mr. Sanders

Enclosed please find one fully conformed executed original Agreement for the above-mentioned Intergovernmental Agreement.

Should you have any questions, please do not hesitate to call at (602) 712-7785.

Sincerely,

Cindy Childers
Joint Project Coordinator
Engineering Consultant Section

cc: Project Manager

ADOT File No.: IGA/JPA 08-132I
AG Contract No.: P0012009000876
Project No.: HPP-GG1-0(204) A
Project: Tonto Creek Bridge
Section: and
TRACS No.: SS 71803D
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY

THIS AGREEMENT is entered into this date April 21, 2009, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY acting by and through its BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. Congress has authorized appropriations for the Design of bridge and approaches over Tonto Creek near Punkin Center, including necessary survey and right-of-way, studies, environmental permitting studies, preliminary engineering and design concept reports.

4. Such project lies within the boundary of the County and has been selected by the County; the survey of the project will be completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its review and approval.

5. The County, in order to obtain Federal funds for the design of the project, is willing to provide County funds to match Federal funds in the ratio required as described herein or as finally fixed and determined by the County and FHWA.

6. The interest of the State in this project is the acquisition of Federal funds for the use and benefit of the County, and to authorize such Federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County.

No. 30757
Filed with the Secretary of State

Date Filed: April 21 2009

Ken Blum
Secretary of State

By: Marie Lessorille

7. The work contemplated under this Agreement is for the necessary survey and rights-of-way studies, environmental permitting studies, preliminary engineering and design concept reports needed for the design for a bridge and approaches over Tonto Creek near Punkin Center, hereinafter referred to as the "Project". If funding is sufficient for the construction improvement plans and specifications for a bridge and approaches over Tonto Creek near Punkin Center, then that work will be completed as part of the project. The estimated costs for the preliminary engineering are as follows:

TRACS No. SS71803D

Estimated Design Costs	\$3,138,918.00
Federal Aid Funds (HPP FY 2005-2009) (94.3% @ \$3,181,336)(capped)	\$2,960,000.00
County Funds (5.7% @ \$3,181,336)	\$ 178,918.00

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Submit a program to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved for design funding. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans.

b. Enter into a Project Agreement with FHWA on behalf of the County covering the work encompassed in this Agreement and the State will request the maximum Federal Funds available. Should costs exceed the maximum Federal funds available, it is understood and agreed that the County will be responsible for any overage not covered by any additional Federal funding which may be approved in the future.

c. As required by the FHWA provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

d. Reimburse the County with Federal funds for design work and professional services addressed under this Agreement at 94.3% of the project cost capped at **\$2,960,000.00**.

e. Should unforeseen conditions or circumstances increase the cost of said work such that a change in the extent or scope of the work called for in this Agreement become necessary, the State shall not be obligated to incur expenditures in the project.

2. The County will:

a. Upon execution of this Agreement designate the State as authorized agent for the County.

b. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement whether covered by Federal funding or not.

c. Provide any information they may have such as survey or rights-of-way data for the Project.

d. Agree that the cost of the analysis planning and design work covered by this Agreement is to be borne by FHWA and the County each in the proportion prescribed within this agreement unless mutually agreed upon with FHWA.

e. Invoice the State for Federal funds for design work and professional services addressed under this Agreement at 94.3% of the Project costs capped at **\$2,960,000.00**

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project design, preliminary engineering, contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting preliminary engineering construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and professional services claims. It is understood and agreed that the State's participation is confined solely to securing federal aid and related matters; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work covered by this Agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. This Agreement shall be filed with the Arizona Secretary of State and shall not become effective until the date of said filing.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Gila County
Attn: Steve Sanders
1400 East Ash Street
Globe, Arizona 85501
(928) 402-8530
(928) 425-8104 Fax

11. The parties shall comply with Arizona Revised Statutes § 41-4401 to the extent applicable to the activities under this Agreement.


12. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

GILA COUNTY

STATE OF ARIZONA

Department of Transportation

By 
SHIRLEY L. DAWSON
Chairman of the Board

By 
RAKESH TRIPATHI
Transportation Planning Division Director

ATTEST:

By 
STEVEN L. BESICH
Clerk

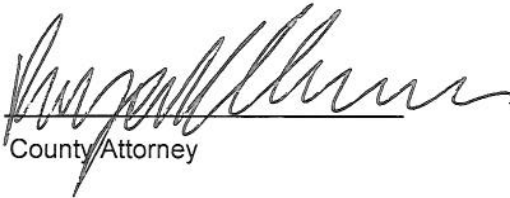
G:08-132-Dist G-Gila County-SS71803/D-Tonto Creek Bridge-10 28 08-cc

ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 17th day of March, 2009.


for County Attorney

RESOLUTION

No. 09-03-10

RESOLUTION AUTHORIZING THE GILA COUNTY BOARD OF SUPERVISORS TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR ARIZONA DEPARTMENT OF TRANSPORTATION FILE NO. IGA/JPA 08-1321 FOR DESIGN OF A BRIDGE AND APPROACHES OVER TONTO CREEK NEAR PUNKIN CENTER, ARIZONA.


WHEREAS, the parties have entered into the above described IGA Intergovernmental Agreement, and,

WHEREAS, the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;

NOW, THEREFORE, BE IT RESOLVED that Gila County Board of Supervisors authorizes the chairman Shirley L. Dawson to execute the Intergovernmental Agreement for Arizona Department of Transportation File No. IGA/JPA 08-1321 for design of a bridge and approaches over Tonto Creek near Punkin Center, Arizona and authorizes her to take all actions to carry out all provisions of the agreement.

PASSED AND ADOPTED this 31st day of March, 2009.


GILA COUNTY BOARD OF SUPERVISORS:



Shirley L. Dawson, Chairman of the Board

ATTEST:


Steven L. Besich, Clerk of the Board

APPROVED AS TO FORM:


Bryan Chambers, Chief Deputy County Attorney

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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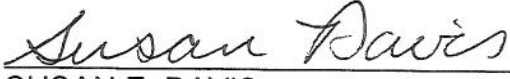
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012009000876 (IGA/JPA 08-132-I), an Agreement between public agencies, i.e., The State of Arizona and Gila County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 15, 2009

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:443059
Attachment

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and 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. 8502
 Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

RE: Project: Bridge over Tonto Creek
 Highway: Old Highway 188
 Section: 14
 Parcel: 201-06-007F

June 5, 2012

Dear Mr. Cline:

The County of Gila presents its offer of \$120,955 for the property rights needed in connection with the above project. Attached is a summary of the offer.

Provided is a map showing how your land is affected by this project, a booklet entitled *Your Property Your Highways* explaining the program for acquiring rights-of-way, and a copy of the independent appraisal upon which the offer is based.

Also enclosed are the documents necessary to transfer your property rights to the County. If you accept the offer, please sign all documents on the appropriate lines provided and in cases where notarization is indicated, have your signature(s) acknowledged before a notary public. The documents marked "Your Copy" may be retained for your records.

After the signed documents are returned they will be processed in accordance with the terms of the *Purchase Agreement*, and in compliance with the laws of the State. A pre-addressed, postage-paid return envelope is included for your convenience. Processing time and final payment is generally 30-60 days after the signed documents are received from you; however, unusual circumstances may increase this time.

If you have any questions, please contact me at (928) 402-8530.

Thank you for your consideration.

Sincerely,

Steve Sanders,

Deputy Director

Attachment/Enclosures

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management



745 N. Rose Mofford Way
 Globe, Arizona 85501
 Phone (928) 425-3231 Ext. 8502
 Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

January 13, 2014

Administrative Settlement – Parcel 201-06-007D

Project No.:	SS71803D
County:	Gila
TRACS No.:	SS718 03D
Federal ID:	HPP-GGI-0(204)A
Owner's Name:	Tonto Basin Fire District
Appraised Value:	\$137,800
Total Settlement Amount:	\$214,877
% of Settlement to Appraised Value:	155%
Settlement Recommended by:	Steve Sanders
Appraiser:	Dennis Lopez
Appraisal Recommendation:	\$137,800
Reviewing Appraiser:	Jim Stoleson
Reviewers Recommendation:	\$137,800
Acquisition Agent:	Louis Malloque

Justification for Settlement:

The subject property was purchased by the Tonto Basin Fire District in 2006. The purchase price was \$165,000. Additional costs associated with the purchase included existing lease purchases and County required site clean-up brought the total cost to \$230,947. The Tonto Basin Fire District had planned to relocate their fire station to this property due to it being located on a large flat parcel of land outside of the floodplain. Listings for comparable parcels of land within Tonto Basin (flat and outside of the floodplain) are in excess of \$200,000.

Steve Sanders
 Deputy Director
 Gila County Public Works

 Signature of Negotiator and LPA Official

From: [Steve Holt](#)
To: [Sanders, Steve](#)
Cc: [Pastor, Mike](#)
Subject: Hilltop property
Date: Friday, February 08, 2013 10:26:38 AM
Attachments: [Hilltop2.xlsx](#)

Hi Steve:

I have attached what we have done so far. This has all been done via phone so far that is why you can't find any emails. Thanks

Steve Holt
TBFD

TBFD Cost of Hilltop Property

Purchase price	\$165,000.00
Origination fee	\$1,000.00
Closing costs	\$2,948.00
Survey	\$1,500.00
Purchase of lease on buildings	\$10,000.00

\$2,165.00

Excavate, pump, and recertify 2 septic tanks

County mandated costs of demo and cleanup of site

TBS rent and dump fees	\$3,674.00
Tractor expenses	\$1,000.00
960 man/hrs @ 12.00/hr	\$11,520.00

Alltel cell tower lease

5 Years loss of revenue on lease	\$32,140.00
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Total	\$230,947.00
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This was our asking.

You countered with \$198807.00

We then countered with split the difference which would be	\$214,877.00
--	--------------

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management



745 N. Rose Mofford Way
 Globe, Arizona 85501
 Phone (928) 425-3231 Ext. 8502
 Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

January 13, 2014

Administrative Settlement – Parcel 201-14-001L

Project No.:	SS71803D
County:	Gila
TRACS No.:	SS718 03D
Federal ID:	HPP-GGI-0(204)A
Owner's Name:	Herman D. and Sue P. Jacobs, Trustees
Appraised Value:	\$7,968
Total Settlement Amount:	\$10,000
% of Settlement to Appraised Value:	125%
Settlement Recommended by:	Steve Sanders
Appraiser:	Dennis Lopez
Appraisal Recommendation:	\$7,968
Reviewing Appraiser:	Jim Stoleson
Reviewers Recommendation:	\$7,968
Acquisition Agent:	Louis Malloque

Justification for Settlement:

The subject property will be bisected by the proposed project improvements. Access to a portion of the property bisected by the roadway improvements will be limited due to earthen fill, curb and gutter, and drainage features.

Steve Sanders
 Deputy Director
 Gila County Public Works

Signature of Negotiator and LPA Official

From: [Louis Malloque](#)
To: [Sanders, Steve](#)
Cc: [Stratton, Steve](#); Dave.Leistiko@kimley-horn.com; [Richard Erickson](#)
Subject: RE: Administrative Settlement Offers
Date: Wednesday, January 15, 2014 5:07:51 AM

Good morning Mr. Sanders. These 3 Administrative Settlements are OK at this time. They all are necessary and I can see where we needed them. Please put a copy of this OK with each project folder. This is your OK on the 3 Administrative Settlements.

Thank you

Louis J. Malloque
Right of Way Agent III,
ADOT Local Public Agency Liaison

205 South 17th Avenue, MD 612E
Phoenix, Arizona 85007
(602) 712-8755

<http://www.azdot.gov>



From: Sanders, Steve [mailto:ssanders@gilacountyaz.gov]
Sent: Tuesday, January 14, 2014 8:35 AM
To: Louis Malloque
Cc: Stratton, Steve; Dave.Leistiko@kimley-horn.com
Subject: Administrative Settlement Offers

Dear Mr. Malloque,
Attached please find three administrative settlement offers for Project No. SS71803D, TRACS, SS718 03D, Federal ID. HPP-GGI-0(204)A.
Please feel free to contact me at your convenience if you have any questions.

Sincerely,
Steve Sanders

Steve Sanders
Deputy Director
Gila County Public Works
745 N. Rose Mofford Way
Globe, AZ. 85501
Phone 928-402-8530
Fax 928-425-8104

From: [Meme Heflin](#)
To: [Sanders, Steve](#)
Subject: Bridge Over Tonto Creek
Date: Friday, June 27, 2014 12:19:16 PM

Hi Steve,

I am just resending you the email I sent to you previously. Please contact me if you have any questions. I will be out of the office beginning Mon 6/30 through Fri. 7/11. I will be back on Mon. 7/14.

Thanks,
Meme Heflin
Pioneer Title Agency, Inc.
421 S. Beeline Hwy.
Payson, AZ 85541
Phone: 928-474-3235
Fax: 866-883-7881
Email: meme.heflin@ptaaz.com

Hi Steve,

It was a pleasure meeting with you yesterday. Below are the title and escrow fees for each property.

Fees for a purchase price of \$6,000.00, for parcel no. 201-14-001K are as follows:

Escrow Fee \$325.00
Standard Owners Title Policy \$420.00
Recording Fee \$25.00 per document

Fees for a purchase price of \$10,000.00, for parcel no. 201-14-001L are as follows:

Escrow Fee \$325.00
Standard Owners Title Policy \$420.00
Recording Fee \$25.00 per document

Fees for a purchase price of \$214,877.00, for parcel no. 201-06-007D are as follows

Escrow Fee \$513.00
Standard Owners Title Policy \$991.00
Recording Fee \$25.00 per document

Fees for a purchase price of \$120,955.00, for parcel no. 201-06-007F are as follows

Escrow Fee \$415.00
Standard Owners Title Policy \$731.00
Recording Fee \$25.00 per document

Please contact me if you have any questions or need anything further from us.

Thank you,

Meme Heflin
Pioneer Title Agency, Inc.
421 S. Beeline Hwy.
Payson, AZ 85541
Phone: 928-474-3235
Fax: 866-883-7881
Email: meme.heflin@ptaaz.com

ARF-2721

Regular Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 08/18/2014

Submitted For: Jeffrey Hessenius,
Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator,
Finance Division

Department: Finance Division

Fiscal Year: FY 2014-2015

Budgeted?: Yes

Contract Dates 8/18/2014-9/30/2014 Grant?: Yes

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Road Project Agreement with Forest Service for aggregate resurfacing of Forest Road 512 (Young Road) Phase 2.

Background Information

On September 4, 2012, the Board of Supervisors directed staff to submit a Secure Rural Schools Title II Special Projects application for the surfacing project on Forest Road 512 (Young Road.) The application was successful and funding was approved by the Eastern Arizona Resource Advisory Committee (RAC). The Federal Sequestration reduced the amount and we were funded with \$135,538 for the project, and the Tonto National Forest added \$50,000 for the project. The County was able to resurface approximately 5 miles of roadway in 2013.

On May 27, 2014, the County applied again to resurface the remainder of Forest Road 512. They accepted our application and would like to award the County \$342,644 through Project Agreement No. 14-RO-11031200-022.

Evaluation

It is in the best interest of Gila County to enter into Project Agreement 14-RO-11031200-022, with the Tonto National Forest, to receive \$342,644 for the second phase of the road surfacing project on Forest Road 512 (Young Road.)

Conclusion

Surfacing the road will improve the road surface and reduce maintenance costs on the road. It should also improve the safety on the road.

Recommendation

It is the recommendation of the Deputy Director of Public Works and the Finance Director that the Board of Supervisors sign Project Agreement 14-RO-11031200-022.

Suggested Motion

Information/Discussion/Action to approve a Road Project Agreement (FS Agreement No. 14-RO-11031200-022) between the United States Department of Agriculture, Forest Service, Tonto National Forest and Gila County to receive \$342,644 for the surfacing project of Forest Road 512 (Young Road), effective through September 30, 2014, at which time it will expire unless extended. **(Steve Sanders and Jeff Hessenius)**

Attachments

Grants & Agreement Cover Sheet

FR512 - Road Project Agreement

14-RO-11031200-022 Financial Plan FR512 August 2014

Legal Explanation



Grants & Agreements Cover Sheet

Cooperators, when completing this form, provide information for the green shaded areas only. When completed, provide to the Forest Service program manager that is working with you on the proposed project.

Forest Service program managers, complete this cover sheet, attach the required documents in the first three items below, and provide entire package to appropriate G&A staff using the local proposal submission process.

Failure to provide the information requested below may result in rejection or delays of the proposed project.

Unit Area (Region/Station) Region 3, Tonto NF, SO

Person submitting request: Christine Crawford

Email Address: cicrawford@fs.fed.us

Telephone Number: 602.225.5279

I-Web Proposal ID No.	14-RO-11031200-022
Expected/Desired Start Date (for workload prioritization)	Must obligate RAC funding by 9/30/2014 - work will begin after execution in spring (weather permitting)
Job Code and Funding Amount	awaiting Job Code \$342,644
For Federal Financial Assistance Agreements (Grants and Cooperative Agreements), Please Attach: <ul style="list-style-type: none">• SF-424• SF-424A or SF-424C• SF-424B or SF-424D• AD-1047 Certification Regarding Debarment...• AD-1049 (or AD-1052), Certification Regarding Drug-Free...• Certification Regarding Lobbying (FS \$ over \$100K)• Cooperator delegation of signing authority• Non-Competition Justification Letter (if over \$75,000 and not competed)• Indirect Cost Rate Documentation (paperwork supporting the cooperators indirect cost rate - may be called a NICRA)	Attached <input checked="" type="checkbox"/>



<ul style="list-style-type: none"> • Full project narrative including a project timeline • Detailed project budget <p style="text-align: center;">-----OR-----</p> <p>For All Other Agreements, Please Attach:</p> <ul style="list-style-type: none"> • Draft G&A template • Statement of Work which describes proposed project • Draft financial plan, when required <p style="text-align: center;">-----OR-----</p> <p>For All Modifications, Please Attach:</p> <ul style="list-style-type: none"> • Draft Modification template • Statement of Work, if applicable • Financial Plan, if applicable 	
For a Modification, Provide the Forest Service Agreement No.	Master Agmt: 10-RO-11031200-006
Cooperator's/Organization's Legal Name	Gila County
Cooperator Current Contact Name, Telephone No., and E-mail	Shannon Coons 928.402.8521 scoons@gilacountyaz.gov
Cooperator's Complete "Physical" Mailing Address, including County, Congressional District, and Zip +4 Digits	745 N Rose Mofford Way Globe, AZ 85501
Provide County Name(s) Where Project Activities Take Place	Gila
Cooperator Tax ID No.	86-6000444
Cooperator DUNS Number	147259191
CCR Registered: "Yes" or "No" If "no", vendors are required to register to receive payment. Please advise the Cooperator.	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
For Interagency Agreements <u>Only</u> : Agency Location Code (ALC) and Treasury Account Symbol (TAS)	ALC: TAS:
Non-Employee Identity System (NEIS): Will Non-FS Employees require access to FS IT Systems and/or have unescorted access to a FS facility? If 'yes,' provide names on an attached sheet.	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Project Title & Brief Description	Forest Road 512 Surfacing Project Phase 2
FS Program Manager Name and Email	Christine Crawford, cjcrawford@fs.fed.us



USDA Forest Service

OMB 0596-0217
FS-1500-20

FS Budget Approver Name and Email	Virginia Olsen, volsen@fs.fed.us
FS Administrative Contact Name and Email	Sherry J Smith, sherrysmith@fs.fed.us
FS Signature Official Name NOTE: The Signatory Official must be specifically authorized by FSM1580 or a current FY delegation of authority letter.	Neil J Bosworth, Forest Supervisor

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 14-RO-11031200-022
Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GILA COUNTY
And The
USDA, FOREST SERVICE, TONTO NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between GILA COUNTY, hereinafter referred to as “COOPERATOR,” and the USDA, Forest Service, TONTO NATIONAL FOREST, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #10-RO-11031200-006 and Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended, executed between the parties on September 30, 2009.

Project Title: Forest Road 512 Surfacing Project Phase 2

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on September 30, 2009. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.



- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the surfacing of Forest Road 512 (see further description in Exhibit B). The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A and B.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A and B.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$342,644.00.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$342,644.00 as shown in the Financial Plan Exhibit A. The U.S. Forest Service shall make payment upon receipt of Cooperator's monthly invoice. Each invoice from Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) Cooperator's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Christine Crawford
Tonto National Forest
2324 E McDowell Road
Phoenix, AZ 85006

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Steve Stratton Address: Gila County Public Works 745 N Rose Mofford Way City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-3231 FAX: (928) 425-8104 Email: sstratton@gilacountyaz.gov	Name: Shannon Coons Address: Gila County Public Works 745 N Rose Mofford Way City, State, Zip: Globe, AZ 85501 Telephone: (928) 402-8521 FAX: (928) 425-8104 Email: scoons@gilacountyaz.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Thomas Torres Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5375 FAX: (602) 225-5295 Email: ttorres@fs.fed.us	Name: Sherry Smith Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5295 Email: sherrysmith@fs.fed.us
Alternate U.S. Forest Service Program Manager Contact	
Name: Chris Crawford Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5279 FAX: (602) 225-5295 Email: cjcrawford@fs.fed.us	

- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- C. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).



- D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Cooperator’s purchase of equipment.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of Cooperator’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator’s products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- J. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party’s expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through September 30, 2014 at which time it will expire unless extended.



- L. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

MICHAEL A. PASTOR, Chairman
Gila County Board of Supervisors

Date

NEIL J. BOSWORTH, Forest Supervisor
U.S. Forest Service, Tonto National Forest

Date

Attest:
MARIAN SHEPPARD
Clerk of the Board

Date

Approved as to Form:
BRYAN B. CHAMBERS
Deputy Attorney Principal

Date

The authority and format of this agreement have been reviewed and approved for signature.

SHERRY J. SMITH
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this



information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Instructions: Use this form in conjunction with Forest Service Handbook (FSH) 1509.11, Ch. 70, Financial Planning Requirements, for participating, challenge cost-share, joint venture, and cost-reimbursable agreements. This form may be used for other types of Forest Service Manual 1580 agreements, when useful. Choose one of the three (3) financial plan versions and complete. Each version requires identical information and result in calculations and cost analysis that are the same. Version 1 cost analysis data values are automatically entered into the financial plan matrix. Version 2 requires manual entry of the cost analysis data values into the financial plan matrix. Version 3 should be used if there are multiple Cooperators. Users do not have to use or print versions/sheets that are not applicable to their agreement.

The purpose of this form is to capture the total estimated value of the proposed agreement. Once the agreement is approved, in writing, by the parties, then this financial plan becomes the financial estimates for the agreement. This financial plan must display the parties' expected contributions to the agreement. These contributions should be broken down by party contribution type (e.g., non-cash, in-kind, cash to cooperator), see below for definitions, and cost elements (e.g., salaries, supplies, travel). Cost element values should be the result of documented cost analysis on this form. Each financial plan version provides samples of cost analysis calculations, see associated Excel comment balloons. Additional instructions are located on version 1 cost analysis tabs.

Definitions for the Matrix Column Headings:

(a) Forest Service Noncash Contribution: Forest Service noncash contributions may consist of employee salaries, overhead (indirect), travel provided, and/or equipment and supplies purchased and provided to the Cooperator for use in the project. These costs are an expense to the Forest Service, but do not include funding for reimbursement of Cooperator expenses.

(b) Forest Service Cash to Cooperator: This is the maximum amount of funding that will be reimbursed or advanced by the Forest Service to the Cooperator. This is an expense to the Forest Service.

(c) Cooperator Noncash Contribution: These are expenses the Cooperator incurs that are contributed to the project in lieu of cash, but for which costs are incurred, such as employee salaries, overhead (indirect costs), travel, equipment, supplies, and so forth. These do not include in-kind contributions from third parties, such as donations from other entities or volunteer labor. All the costs listed here are an expense to the Cooperator.

(d) Cooperator In-Kind Contribution: In-kind contribution provided to the Cooperator from a third party organization(s) for use in the project for which the Cooperator has incurred no expense. Value assessed for volunteer labor and donated materials, equipment and supplies should be valued based on FSH 1509.11, Ch. 70. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement. Display these contributions by Cost Element Expenditures.

(e) Total Project Value: The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

Definitions for Cost Allowability

(a) **Allowable Cost:** A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which meets the criteria for authorized expenditures specific in a cost principle methodology. Generally, it meets the cost principle methodology, and is a cost the parties to an agreement intend to charge, and must be: Reasonable for the performance of the award; Necessary and reasonable for proper and efficient performance and administration of the agreement; Consistently treated as either a direct or indirect cost; Generally, determined in accordance with generally accepted accounting principles (GAAP); Net of all applicable credits (that is, less any future rebates from the purchase of goods or services); Separate from a cost or from a cost-sharing/matching requirement of another Federal award or agreement, unless otherwise permitted by Federal law or regulation; Adequately documented; Authorized or not prohibited by Federal, State, or local laws and regulations; Compliant with limits or exclusions on types or amounts of costs, as set forth in relevant Federal laws, agreement terms and conditions, or other governing regulations (examples of such costs include: entertainment, alcohol, and taxes); and, Consistent with the agency's and cooperator's internal policies, regulations, and procedures that apply to both Federal awards or agreements and other cooperator activities.

(b) **Allocable Cost:** A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which in accordance with the relative benefit received by either party for the award, is treated consistently with other costs incurred for the same purpose and in like circumstances, and if it: Is incurred specifically for the award; Benefits both the award and other ancillary work, and the cost may be distributed in reasonable proportion to the benefits received (an example of this type of cost is a piece of equipment that is used for multiple projects); or Necessary to the overall operation of the organization, although a direct relationship to any particular cost objective may not be shown.

(c) **Reasonable Cost:** A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, that, in its nature and amount, does not exceed an amount that a prudent person, under the circumstances prevailing at the time the decision was made, would incur. Other factors to consider are: Whether the cost is of a type generally recognized as ordinary and necessary for the entity's operation or agreement performance; The restraints or requirements imposed by factors such as generally accepted, sound, business practices; arms-length bargaining; Federal and State laws and regulations; and the terms and conditions of the agreement; Market prices or industry standard costs for similar goods and services (that is, is the cooperator offering goods or services for an amount that exceeds what is readily available in the marketplace); Whether individuals concerned acted with prudence under the circumstances, considering their responsibilities to the entity; its members, employees, and clients; the public; and the government; and Significant deviations from established practices of the governmental entity that might unjustifiably increase costs charged to the agreement.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: Exhibit AUSFS Agreement No.: 14-RO-11031200-022
Cooperator Agreement No.: Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$1,917.00	\$0.00	\$265,682.00	\$0.00	\$267,599.00
Travel	\$62.50	\$0.00	\$0.00	\$0.00	\$62.50
Equipment	\$0.00	\$0.00	\$98,740.00	\$0.00	\$98,740.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$342,644.00	\$0.00	\$0.00	\$342,644.00
Other					\$0.00
Subtotal	\$1,979.50	\$342,644.00	\$364,422.00	\$0.00	\$709,045.50
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$1,979.50	\$342,644.00	\$364,422.00	\$0.00	
Total Project Value:					\$709,045.50

Matching Costs Determination	
Total Forest Service Share = (a+b) + (e) = (f)	(f) 48.60%
Total Cooperator Share (c+d) + (e) = (g)	(g) 51.40%
Total (f+g) = (h)	(h) 100.00%

TONTO NATIONAL FOREST

Exhibit B

DESCRIPTION OF WORK:

Under this project agreement Gila County shall:

1. Produce, haul and place aggregate material on unpaved sections of the Young Road (FR 512) at a cost not to exceed \$342,644. Project limits are from the end of existing pavement approximately 3 miles south on 512 from the intersection of SR260 to the beginning of existing pavement near Young, Arizona. Project will consist of pit generated and purchased aggregate material placement on roadway, spread, watered and compacted with cross-slopes constructed to drain water off roadway.

Project work is expected to begin in 2015 after the agreement is fully executed. Specific start dates are dependant on weather and personnel availability.

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
GS-12 Engineer	\$425.00	3.00	\$1,275.00
GS-11 G&A	\$321.00	2.00	\$642.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$1,917.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/mile	# of Miles	Total
mileage		\$0.25	250.00	\$62.50
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel

\$62.50

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Equipment		\$0.00
-----------------	--	--------

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item	Total	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Supplies/Materials		\$0.00
--------------------------	--	--------

Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit	Total	
				\$0.00
Non-Standard Calculation				
Total Printing				
				\$0.00

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit	Total	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Other		\$0.00
-------------	--	--------

Subtotal Direct Costs	\$1,979.50
------------------------------	-------------------

Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs		Total	
	\$1,979.50			\$0.00
Total FS Overhead Costs				\$0.00

TOTAL COST	\$1,979.50
-------------------	-------------------

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$0.00
-----------------------------	---------------

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
--------------------	------------	-----------	-------

\$0.00

\$0.00

\$0.00

\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
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Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
----------------	------------	-----------	-------

\$0.00

Non-Standard Calculation

\$0.00

Total Printing	\$0.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
------	------------	-----------	-------

\$0.00

\$0.00

\$0.00

\$0.00

Non-Standard Calculation

agg surfacing contract/in-house work	\$342,644.00
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Total Other	\$342,644.00
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Subtotal Direct Costs	\$342,644.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
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\$342,644.00

\$0.00

Total Coop. Indirect Costs	\$0.00
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TOTAL COST	\$342,644.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Young Rd 512 placing material	\$13,284.10	20.00	\$265,682.00
Administration			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$265,682.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel

\$0.00

Use of Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
D-8 Dozer	1.00	\$675.00	20.00	\$13,500.00
Ingersoll Roller	2.00	\$232.00	20.00	\$9,280.00
Loader	1.00	\$260.00	20.00	\$5,200.00
Motor Grader	3.00	\$560.00	20.00	\$33,600.00
Dump Truck	1.00	\$378.00	20.00	\$7,560.00
Water Truck	3.00	\$378.00	20.00	\$22,680.00
Transport Truck & Trailer	1.00	\$460.00	2.00	\$920.00

3/4T 4X4 Pickup	5.00	\$60.00	20.00	\$6,000.00
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Non-Standard Calculation

Total Equipment

\$98,740.00

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Supplies/Materials

\$0.00

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Printing

\$0.00

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Other

\$0.00

Subtotal Direct Costs

\$364,422.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$364,422.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST

\$364,422.00

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.

NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee $\times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$0.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Equipment \$0.00

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Supplies/Materials \$0.00

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Printing \$0.00

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Other \$0.00

Subtotal Direct Costs \$0.00

TOTAL COST \$0.00



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2705

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 08/18/2014

<u>Submitted For:</u>	Jeffrey Hessenius, Finance Director	<u>Submitted By:</u>	Jeannie Sgroi, Contracts Administrator, Finance Division
<u>Department:</u>	Finance Division		
<u>Fiscal Year:</u>	FY 2014-2015	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	8-18-2014 to	<u>Grant?:</u>	No
<u>Begin & End:</u>	3-17-2015		
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Renewal

Information

Request/Subject

Contract Award for Bid No. 060314 for MC-800TR Chip Seal Oil.

Background Information

On June 24, 2014, the Board of Supervisors approved a request to advertise Invitation for Bid (IFB) No. 060314 for MC-800TR chip seal oil. IFB No. 060314 was advertised in the Arizona Silver Belt on July 2nd and July 9th, 2014. The bids were opened in a public setting on July 24, 2014.

Evaluation

Bids were received from one (1) material supplier. Bid responses were evaluated in accordance with A.R.S. § 41-2533, Competitive Sealed Bidding; awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. Award of this bid would allow a supplier to continue to provide the MC-800TR chip seal oil product to Gila County for road repairs and maintenance.

Conclusion

The Invitation for Bid No. 060314 was sent to four material suppliers and two construction publications. Only one supplier submitted a bid for the MC-800TR chip seal oil. It is the goal of the Public Works Department to award the contract for MC-800TR chip seal oil to the lowest, most responsible and qualified bidder.

Recommendation

The Finance Director and the Public Works Director recommend that the Board of Supervisors approve the award of Invitation for Bid No. 060314 for MC-800TR chip seal oil to Wright Asphalt Products Company for a term of seven (7) months from August 18, 2014, to March 17, 2015, with two (2) one-year renewal options.

Suggested Motion

Information/Discussion/Action to review the bid submitted for Invitation for Bid No. 060314 for the purchase of MC800-TR chip seal oil for Gila County road maintenance and repair; award to the lowest, responsible and qualified bidder, and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius and Steve Stratton)**

Attachments

Bid Results

Bid Holder List

Contract No. 060314 MC-800TR Chip Seal Oil

Legal explanation

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

MC-800TR Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila CountyEstimated Quantity: 250

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	\$ <u>740.00</u>	\$ <u>45.00</u>	\$ <u>830.00</u>
Timber Region (North of Roosevelt Lake Bridge)	\$ <u>740.00</u>	\$ <u>47.00</u>	\$ <u>834.00</u>

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	\$ <u>150.00</u>
Transport truck rental after two hours pumping time due to County delay.	\$ <u>85.00</u>
Amount each occurrence for product returned and disposed.	\$ <u>250.00</u>

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: ARIZONA & City of: Phoenix
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- ☒ Out-of-State vendor with a presence in Arizona
☐ Out-of-State vendor without a presence in Arizona

Wright Asphalt Products Co.
Company Name

[Signature]
Company Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

BID HOLDER LIST**GILA COUNTY****Due Date: 7/24/2014****Title MC-800TR Chip Seal Oil****BID HOLDER LIST****Bid No: 060314**

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Wright Asphalt Products	joeyvincent@wrightasphalt.com	602-541-1369	Joey Vincent	6/27/2014	IFB	7/16/2014
Cactus Transport	spa@cactustransport.com	623-907-2800	Susan Parker	6/27/2014	IFB	7/16/2014
Western Emulsions	tony.paez@westernemulsions.com	520-622-7203	Tony Paez	6/27/2014	IFB	7/16/2014
Southwest Asphalt	ggroneberg@fisherind.com	602-540-8487	Greg Groneberg	6/27/2014	IFB	7/16/2014
Blue Book	dbenson@thebluebook.com		Danielle Benson	6/27/2014	IFB	7/16/2014
McGraw Hill Dodge	veronica.williford@mhfi.com		Veronica Williford	6/27/2014	IFB	7/16/2014

**GILA COUNTY
NOTICE OF
INVITATION FOR BID**



**SOLICITATION NUMBER
060314
MC-800TR CHIP SEAL OIL**

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	5
Section 3: Special Terms & Conditions.....	10
Section 4: Instructions to Submitters.....	16
Contract Forms:.....	Attachments "A-I"



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

**1400 East Ash Street
Globe, Arizona
85501**

SOLICITATION NUMBER

060314

BID DUE DATE: July 16, 2014

TIME: 3:00 P.M./M.S.T.

DESCRIPTION: MC-800TR CHIP SEAL OIL

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Finance Department at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Contracts Support Specialist at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 16, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, 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 code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: July 02, 2014 and July 09, 2014

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: Seven months with two one year renewal options
Phone Number: 928-402-8612

Signed: Michael A. Pastor Date: 6/24/14
Michael A. Pastor, Chairman, Board of Supervisors

Signed: Bryan B. Chambers Date: 6/24/14
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil**SECTION 1**
SPECIFICATIONS**1. Purpose**

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of MC-800TR Chip Seal Oil, Plant Pick-Up and Delivery to various Locations throughout the County, in accordance with the specifications and general requirements identified below.

The specifications are intended to describe the type, size, 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.

2. Product Specifications

MC-800TR Modified Medium Cure Cutback Specifications			
Property	Test Procedures	Minimum	Maximum
Whole Ground Tire Rubber Content %		9.0	
Kinematic Viscosity @ 60° C (140F), Centistokes	ASTM D 2170	800	160
COC Flash Point, °F	ASTM D 92	150	
Water, Vol %	ASTM D 95		.20
Distillation Test:	ASTM D 402		
225°C (437°F)		0	0
260°C (500°F)		0	35
316°C (600°F)		45	80
Residue from Distillation, Vol %		75	
Tests on Residue from Distillation:			
Viscosity @ 60°C (140°F), poises	ASTM D 2171	300	1200
Ductility @ 25°C (77°F), cm	ASTM D 13	100	
Solubility in TCE, wt %	ASTM D 2042	97.0	

If the Penetration of residue is more than 200 and the Ductility at 77° is less than 100 cm, the material is acceptable if its Ductility at 60° is more than 100cm.

3. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

4. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractor's responsibility. The County reserves the right to sample and test the material and mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

5. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:

- a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (<http://www.ADOTenvironmental.com>)
- b. Material approval from ADOT Materials Specification Group at (602) 712-8930. (<http://www.azdot.gov/Highways/materials/index.asp>)
- c. Section 104.12, Environmental Analysis
- d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602) 712-7498.

6. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

7. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

8. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil**SECTION 2**
GENERAL TERMS AND CONDITIONS**Award Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid 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 IFB, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all offers; or portions thereof; or
 3. Reissue an Invitation for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(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 Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(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.

Protests

Only other bidders who have submitted a bid have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

- 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.
- F. All Protest shall be sent to the attention of the Gila County Clerk of the Board, 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.

OFFERORS 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 bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Qualification and Certification Form.

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 Bid issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. 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's Procurement Manager, 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.

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil**Contract Default**

- A. The 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 vendor(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**.

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.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

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MC-800TR Chip Seal Oil**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned offers, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil**SECTION 3**
SPECIAL TERMS AND CONDITIONS**1. Term of Contract**

The term of the contract shall commence upon award and shall remain in effect for a period of seven (7) months unless terminated, canceled or extended as otherwise provided herein.

2. Contract Extension

The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3. Changes

The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.

4. Bid Evaluation

In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.

5. Invoicing

Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

6. Prompt Payment Discount

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose 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 Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

8. Price Reduction

A price adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

9. Price Adjustment

Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

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the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.

The Contractor certifies in signing the Bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. 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.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the MC-800TR Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

13. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

14. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

15. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.

16. Indemnification

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.

17. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

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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:

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

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) \$1,000,000

- 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, 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:
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 **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ**, 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.
- All certificates required by this Contract shall be sent directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ**. 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.

**SOLICITATION NO. 060314
MC-800TR Chip Seal Oil****SECTION 4
INSTRUCTIONS TO SUBMITTERS**

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County of Gila Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid 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 an Offer 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 three (3) sets of the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid 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 Bid shall be listed on the offer.
- F. No alterations in Bids, 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 Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "I".

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquiries

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. 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 the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids 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. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that One (1) Original and Two (2) copies (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, 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, 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 Bid. Delivery charges may differentiate depending on geographical location.

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2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
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 Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

Offers shall be submitted in a sealed envelope, a *minimum of **Three (3) copies, all with original signatures*** shall be provided by the Contractor. The words "INVITATION FOR BID" with BID TITLE "MC-800TR CHIP SEAL OIL", BID NO, "060314", DATE "July 16, 2014", and TIME "3:00 PM" of Bid opening shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"



OFFER AND CONTRACT AWARD

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928) 425-3231

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
John D. Marcanti, District III

SOLICITATION NO. 063014

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: 201 616 25-K

Federal Employer Identification

No.: 20-8535030

Wright Asphalt Products Co. LLC
Offeror's (Company) Name

11931 Wickchester Ln #101
Address

Houston TX 77043
City State Zip

281-452-9084
Phone

281-452-2562
Facsimile

For clarification of this offer, contact:

Joey Vincent
Printed Name

joeyvincent@wrightasphalt.com
Email Address

info@wrightasphalt.com
Company Email Address

[Signature]
Signature of Person Authorized to Sign Offer

Joey Vincent 7-21-14
Printed Name Date

Southwest Sales Rep
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 060314

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors Date

ATTEST:

Marian Sheppard, Clerk of the Board Date

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal Date
for Bradley D. Beauchamp, County Attorney

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314**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.

MC-800TR CHIP SEAL OIL

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Wright Asphalt Products Co LLC
11931 Wickchester Ln #101
Houston TX 77043

2. Has 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.
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.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's 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.

Qualification & Certification continued.....

5. Contractor Experience Modifier (e-mod) Rating in Arizona: N/A
(If Applicable)

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.

6. Current Arizona Contractor License Number: R0C 234829
(If Applicable)


Signature of Authorized Representative

Joey Vincent
Printed Name

Southwest Sales Rep
Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

MC-800TR Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila CountyEstimated Quantity: 250

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	\$ <u>740.00</u>	\$ <u>45.00</u>	\$ <u>830.00</u>
Timber Region (North of Roosevelt Lake Bridge)	\$ <u>740.00</u>	\$ <u>47.00</u>	\$ <u>834.00</u>

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	\$ <u>150.00</u>
Transport truck rental after two hours pumping time due to County delay.	\$ <u>85.00</u>
Amount each occurrence for product returned and disposed.	\$ <u>250.00</u>

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: ARIZONA & City of: Phoenix
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- ☒ Out-of-State vendor with a presence in Arizona
☐ Out-of-State vendor without a presence in Arizona

Wright Asphalt Products Co.
Company Name

[Signature]
Company Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. Company: Maricopa County
Contact: Tony Del Sol
Phone: 602-723-5601
Address: 2901 W. Durango Phoenix AZ 85009

2. Company: Pinal County
Contact: Joe Ramirez
Phone: 520-251-2301
Address: 31 N. Pinal St Bldg F, Florence AZ 85132

3. Company: Town of Gilbert
Contact: Demetrius Fernandez
Phone: 480-503-6419
Address: 900 E Juniper Ave Gilbert AZ 85234

Wright Asphalt Products Co.

Company Name

[Signature]

Signature of Authorized Representative

Southwest Sales Rep

Title

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Wright Asphalt Products Company LLC	
Business name, if different from above Wright Asphalt Products Company	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input checked="" type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) 11931 Wickchester Lane, Suite 101	Requester's name and address (optional)
City, state, and ZIP code Houston, Texas 77043-4501	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
2	0	8	5	3	5	0	3	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA

)
)ss
)

COUNTY OF:

Joey Vincent
(Affiant)

the Southwest Sales Representative
(Title)

of Wright Asphalt Products Co LLC and
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

[Signature]
(Signature)

Southwest Sales Rep
(Title)

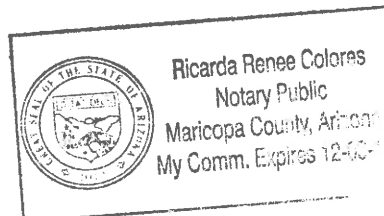
Subscribed and sworn before me this

23 Day of July, 2014

Ricarda Renee Colores
Signature of Notary Public in and for

the County of Maricopa

State of AZ



ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

At the time of submission of bids for Invitation for Bid No. 060314 MC-800TR Chip Seal Oil, 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 the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.



It is my intention to subcontract a portion of the work.



It is not my intention to subcontract a portion of the work.

Wright Asphalt Products Co LLC
Name of Firm

[Signature]
By: (Signature)

Southwest Sales Rep
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

Gila County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm'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 Firm 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, Firm 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, as soon as possible so as not to delay project completion.

Firm 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 Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative

Joey Vincent

Printed Name

Southwest Sales Rep

Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Invitation for Bid. If Contractor fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

Offer & Contract Award (attachment A)	<u>X</u>
Qualification & Certification Form (attachment B)	<u>X</u>
Price Sheet (attachment C)	<u>X</u>
References (attachment D)	<u>X</u>
IRS W-9 Form (attachment E)	<u>X</u>
Non-Collusion Affidavit (attachment F)	<u>X</u>
Intentions Concerning Subcontractors (attachment G)	<u>X</u>
Legal Arizona Works Act Compliance (attachment H)	<u>X</u>
Checklist and Addenda Acknowledgement (attachment I)	<u>X</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>JK</u>	_____	_____	_____	_____
Date	<u>7-16-14</u>	_____	_____	_____	_____

Signed and dated this 23rd day of July, 2014

Wright Asphalt Products Co.
CONTRACTOR:

[Signature]
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 060314 MC-800TR Chip Seal Oil. All bids shall be filed with the Gila County Finance Department at 1400 E. Ash St., Globe, AZ on or before July 16, 2014, 3:00 PM MST.



ADDENDUM NO. 1



ORIGINAL

The following amendments are hereby incorporated into the bid documents
for the below stated project:

July 16, 2014

**Invitation for Bids No. 060314
MC-800TR Chip Seal Oil**

The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Invitation for Bid No. 060314 – MC-800TR Chip Seal Oil.

This Addendum includes one (1) page.

The Contractor is to acknowledge receipt of this Addendum No. 1 on Attachment "I", Checklist and Addenda Acknowledgement of the Bid Documents prior to submitting its Proposal.

The bid date is hereby extended to Thursday, July 24, 2014. The bid time is changed to 10:00 A.M. Please submit your sealed bids by 10:00 A.M. on Thursday, July 24, 2014.

This concludes Addendum No. 1



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

ARF-2716

Regular Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 08/18/2014

<u>Submitted For:</u>	Jeffrey Hessenius, Finance Director	<u>Submitted By:</u>	Jeannie Sgroi, Contracts Administrator, Finance Division
<u>Department:</u>	Finance Division		
<u>Fiscal Year:</u>	FY 2014-2015	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	August 18,	<u>Grant?:</u>	No
<u>Begin & End:</u>	2014 to August 17, 2015		
<u>Matching</u>	No	<u>Fund?:</u>	New
<u>Requirement?:</u>			

Information

Request/Subject

Contract Award for Request for Proposals No. 042314 Janitorial Service for Northern Gila County.

Background Information

In the past the County has hired a contractor to perform the evening custodial duties 5 nights a week for the northern Gila County facilities. On June 24, 2014, the Board of Supervisors approved a request to advertise Request for Proposals (RFP) No. 042314 for janitorial services for northern Gila County. RFP No. 042314 was advertised in the Arizona Silver Belt on July 2nd and July 9th, 2014. The bids were opened in a public setting on July 23, 2014.

Evaluation

Bids were received from four contractors. Bid responses were evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding; awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Request for Proposals. Award of RFP 042314 would result in a contract with a janitorial contractor to provide evening custodial duties for a term of 12 months, with an option to renew for three additional one year periods.

The following County facilities will be serviced under the contract: Payson Courthouse, Health/Rabies/Environmental, Community Action/Co-op Extension, Administration Building, Assessor/Recorder Offices, Sheriff's Office, Sheriff's Office Jail Administration and Justice of the Peace Court.

Conclusion

After extensive review, based on the bid responses received, it is the goal of the Finance Department and the Public Works Department to award a contract to the lowest, most responsible and responsive qualified bidder.

Recommendation

The staff recommends that the Board of Supervisors approve the award of Request for Proposals No. 042314 to Jani-Serv, Inc. to provide janitorial service to northern Gila County for a period of 12 months from August 18, 2014, to August 17, 2015, with 3 one-year renewal options.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Request for Proposals No. 042314 for janitorial service in northern Gila County; award to the lowest, most responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.

(Jeff Hessenius and Steve Stratton)

Attachments

Contract No. 042314 Janitorial Services for Northern Gila County

Bid Results

Legal explanation

GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS
042314

JANITORIAL SERVICE FOR NORTHERN GILA COUNTY

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 042314
JANITORIAL SERVICE FOR NORTHERN GILA COUNTY**

Notice is hereby given that the Gila County is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Northern Gila County.

SUBMITTAL DUE DATE: July 23, 2014 3:00 PM

RETURN PROPOSAL TO: Gila County Procurement
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501

MANDATORY PRE-BID MEETING: Wednesday, July 16, 2014 10:00 AM
Gila County Payson Administration Building
610 E. Highway 260
Payson, AZ
Meeting will begin at Administration Building and continue to locations provided in complete RFP packet.

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Procurement Department, until the time and date cited.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-8612, or by clicking on the link to the County website: http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St, Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

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 Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: July 2 and July 9, 2014

Signed: Michael A. Pastor
Michael A. Pastor, Chairman, Board of Supervisors

Date: 6-24-14

Signed: Bryan B. Chambers
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Date: 6-24-14

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities in Northern Gila County. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services at the designated locations.

Building Address	Square Footage	Floors	Restrooms	Mop Closets	Storage Closets
Payson Courthouse 714 S. Beeline Highway Payson, AZ 85541	13,983	1 st 2 nd	5 2	0 0	1 0
Health, Rabies, Environmental 107 W. Frontier St. Payson, AZ 85541	4,298	1	2	0	0
Community Action/Co-op Ext 107 W. Frontier St. Payson, AZ 85541	1,100	1	1	0	0
Admin Building 608 & 610 E. Hwy 260 Payson, AZ 85541	6,500	1 Floor BOS Side Comm Dev Side	3 2	0 1	1 0
Assessor/Recorder 201 W. Frontier Street Payson, AZ 85541	1,896	1	1	0	0
Sheriff's Office 108 W. Main Street Payson, AZ 85541	*7,340	1	3 (1 with tub)	0	1
Sheriff's Office Jail Admin 108 W. Main Street Payson, AZ 85541	*Included in above	1	2	0	0
JP Court 108 W. Main Street Payson, AZ 85541	*Included in above	1	1	0	0

SCHEDULE

The contract will require cleaning services five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday, after 5:00 P.M., unless otherwise noted. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are ten (10) County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.

ADOSH GUIDELINES

Contractor must be familiar with and operate within guidelines set forth by the Arizona Division of Occupational Safety and Health (ADOSH) guidelines, which affects custodial and housekeeping operations. Contractor must insure that all employees assigned to this contract are knowledgeable of the current ADOSH guidelines affecting custodial and housekeeping operations.

CONTRACTORS PERSONNEL

All individuals working for the awarded Contractor will be carefully screened and must pass a background check prior to working on Gila County property under this contract. Investigation will include criminal record, and driving record. All questionable findings of background checks will be discussed with special panel of Gila County Management and Law Enforcement. As a minimum, individuals with prior felony convictions within the past ten (10) years, those who are currently facing misdemeanor or felony charges, and those currently on any criminal probation will be prohibited from performing any services under this contract in the County Attorney's Office, Superior or Justice of the Peace Courts, Probation Offices, or Constable's Office. There will be no cost to the Contractor for the background investigations.

Contractor must provide trained qualified personnel, at least 18 years or older, to perform the duties required under this contract. A list of persons, and their phone numbers, performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

Any person assigned to this contract found to be in possession of or under the influence of intoxicants or narcotics shall be removed from assignment to this Contract. Any person found guilty of the use of narcotics or intoxicants shall not perform services on County property.

- **Job Supervisor**

The Contractor shall provide a job supervisor for this contract who will be responsible to the County for the competent performance of all custodial work. The supervisor shall be trained and instructed in proper methods and systems of custodial maintenance.

The supervisor shall make sufficient daily routine inspections to insure work is performed as specified. In addition, Contractor supervisor shall direct the cleaning activities of the custodial staff. Contractor supervisor shall inspect the building prior to employees leaving and any deficiencies will be corrected.

The Contractor shall provide to the County the name and phone number of the supervisor and alternate(s) who shall act for the Contractor when the supervisor is absent. This information shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date.

EQUIPMENT & SUPPLIES

- **County Provided Equipment**

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County Facilities Management is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

- Training: Chemical use training is a requirement of the Contractor and will be provided through Gila County by the Supplier.

▪ **Contractor Provided Equipment**

Contractor shall provide their own equipment to perform the scope of work under this contract. Contractor's equipment must be in good operating condition at all times and must meet Occupational Safety and Health Administration (OSHA) standards. The appearance, cleanliness, and suitability for the job of all equipment must be acceptable to the County Facilities Manager or designee at all times.

- **Safety:** For all operations requiring the placing and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and County personnel.

All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property in and around areas of cleaning operations.

DAMAGES

In the event that the Contractor or its employees cause damage to a structure, equipment or other items, the Contractor shall repair or replace the items damaged at actual replacement value and be responsible for all labor and materials expended by the County or another Contractor in connection with the repair or replacement. These specific damages do not limit the Contractor's liability for other unspecified potential damages.

SPECIFIC REQUIREMENTS

Building Areas and Janitorial Standards

- **Sweeping and Dust Mopping Standards:** Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.

1. **Sweeping and Dust Moping (Uncarpeted Areas)**
 - a. Vestibules, lobbies and entries
 - b. Corridors
 - c. Stairwells, stairs and landings (interior)
 - d. Elevators and elevator vestibules
 - e. Offices, Courtrooms and Conference rooms

- **Dusting and Vacuuming Standards:** Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Tops of desks will also be excluded from dusting.
 1. Vacuuming (Carpeted Areas)
 - a. Lobbies and entries (interior)
 - b. Stairwells, stairs and landings (interior)
 - c. Corridors
 - d. Offices, Courtroom and Conference rooms
 2. Dusting and Vacuuming (Low Cleaning-Under 6')
 - a. All furniture and fixtures (i.e.) file cabinets, tables, etc.
 - b. Window sills, ledges, etc.
 - c. Vending Machines
 - d. Stairwells, stairs, landings and railings (interior)
 3. Dusting and Vacuuming (High Cleaning-Over 6')
 - a. Door casings
 - b. Partitions, wood paneling, etc.
- **Trash Removal Standards:** All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.
 1. Trash Removal
 - a. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
 - b. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.
- **Washing Standards:** Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.
 1. General Washing
 - a. Clean and sanitize urinals inside and out
 - b. Clean and sanitize commodes inside and out.
 - c. Clean mirrors
 - d. Clean and sanitize miscellaneous restroom and toilet fixtures.
 - e. Clean and sanitize restroom and toilet floors.
 - f. Clean and sanitize restroom wash basin wall area and toilet wall area.
 - g. Clean and sanitize shower rooms.
 - h. Damp wipe all restroom and locker room ledges and sills.
 - i. Spot clean walls, doors and trim.
 - j. Clean and sanitize water fountains.
 - k. Windows inside and outside of building
 - l. Was baseboards, doors, and door handles
 - m. Clean light switches

2. Washing Glass

- a. Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers.
- b. Use only soft cloths on Plexiglas.
- c. The washing shall not contaminate adjacent non-glass areas.
- d. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source.
- e. Sill and frames shall be damp wiped.

3. Washing Except Glass

- a. All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration.
- b. Surface shall be left clean without streaks.
- c. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

4. Washing in Restroom, Public and Patient Areas

- a. Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent.
- b. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

- **Damp Wiping Standards:** Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.
- **Disinfecting Standards:** Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.
- **Wet Mopping Standards:** After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs, landings & elevator hard floors.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

1. Wet Mopping

- a. All tile, wooden or hard surface floors.

- **Polishing Standards:** This shall be accomplished with metal polish and all surfaces shall be rubbed to a soft gloss with clean both or textile disposable wipers.

1. Brass and Stainless Steel

- a. Clean and polish all brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.)
- b. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers.

- **Spray Buffing Standards (Hard Surfaced Floors):** Spray buffing all lobbies, corridors, and conference rooms, Spray buff product to be of the same manufacturer as floor finish.

- **Spot Cleaning Carpets Standards:** A carpet adequately spot cleaned is free of all stains, deposits, or spills (Exceptions: any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaning that will not harm or discolor the carpet fibers or backing.

DAILY CLEANING SCHEDULE

- Daily
 1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.
 2. Clean all entryways and walkways six feet outside of entry.
 3. Sweep or dusts mop all entrances, entryways, and lobbies.
 4. Spot clean all glass and interior partitions.
 5. Clean all restrooms.
 - a. Clean and disinfect all drinking fountains.
 - b. Clean and disinfect all sinks, toilets, and urinals.
 - c. Remove all finger marks from walls, stalls, doors, and light switches.
 - d. Damp wipe all ledges and sills.
 - e. Clean all mirrors and ledges of mirrors.
 - f. Sweep and mop all uncarpeted floors (Including Health Department Exam Rooms)
 - g. Replenish all restroom with paper towels, tissue, and soap.
 - h. Empty and remove trash.
 6. Clean elevators, door tracks, and lobbies.
 7. Remove trash from all buildings to the Shop garbage bin.
 8. Clean all kitchens by sweeping, mopping floors and removing trash only.
 9. Sweep and dust stairwells, stairs, and landings (interior). Wet mop, as needed.
 10. Vacuum all courtrooms and offices with vacuum cleaner.
- Two Times Weekly – (Minimum):
 1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
 2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.
 3. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
 4. Remove all finger marks from furniture, fixtures, ledges and sills.
 5. Damp mop all quarry and tile floors.

GENERAL REQUIREMENTS

- Temporary Work Changes

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These location changes shall be processed as an amendment to the contract requiring Board approval and shall result in no penalties to the County.

The County shall have the right to require Contractor's personnel to perform other cleaning duties on the premises as the County shall deem desirable or necessary and Contractor shall promptly comply with such requirements, provided however, that only such of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized and provided further that the Contractor shall not be required to perform the effected routine cleaning services during such times. No change in payment rate for routine work will be made due to temporary work changes.

- **Contract Performance**

If at any time during the term of the contract the performance becomes unsatisfactory to the County, the Contractor will be directed to provide adequate personnel or otherwise correct the unsatisfactory performance. Any cost to the County directly related to correction of unsatisfactory performance will be deducted from Contractor's billing. Contractor shall do all the work provided in the specifications and shall do additional extra and incidental tasks as may be considered necessary from time to time to complete the work in a satisfactory manner.

- **Storage Space**

Contractor shall store its supplies and equipment in storage areas and custodial closets designated by the County. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. Basins, sinks and drains will be wiped clean daily and sanitized at least weekly.

BILLABLE WORK

- **Carpet Cleaning Per County Request**

Carpet cleaning shall be performed by shampooing or steam cleaning. Carpets must be vacuumed thoroughly prior to shampooing or steam cleaning.

- **Stripping and Waxing of Floors per County Request**

Strip all tile floors, removing all dirt and old wax cleaning out door and baseboards, applying 3 coats of non-slip floor finish.

INQUIRIES

Requests for additional information relating to this RFP should be directed to the Purchasing Department at (928) 402-8612, or emailed to jsgroi@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal 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 Request for Proposal due date and time. Questions received after 3:00 pm, July 21, 2014, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Purchasing Department, from individuals and 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 services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, 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 Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, 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 Qualifications Form in evaluating the capacity of Contractor to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor from further consideration.
- 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 Request for Proposal shall be listed on the Proposal.
- F. 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 Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 28.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results **ARE NOT** provided in response to telephone or written inquiries. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that One (1) Original and Two (2) copies (3 TOTAL) with **original signatures on all required RFP documents** be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Failure to include all required documents, all with original signatures, may invalidate the bid.**

1. By signature in the offer section of the Offer and Acceptance page 29, Contractor certifies:
 - A. The submission of the proposal 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, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same 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 as follows:

1. A minimum of Three (3) copies, **all with original signatures** shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. The Proposal Title "*Janitorial Service for Northern Gila County*", RFP No., "*042314*", Date "*July 23, 2014*", and time "*3:00 PM*" of Proposal opening shall be written on the outside of the sealed envelope.
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, 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 a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest, responsive, most qualified, and responsible Contractor. 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 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 Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.
5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor 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.

Protests

Only other Contractors who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. 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. 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 Clerk of the 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" BIDDER AWARD AGREEMENT

This exhibit shall serve as 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 29, *Bidders Offer Page*, and Exhibit "D" *Bidders Qualification and Certification Forms(s)* pages 21-22.

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 is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. 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 and incorporated RFP with attached exhibits and forms 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.

Independent Contractor

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

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.

Contract Default

- A. The 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.

Costs and Payments

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices shall be submitted monthly for services performed under this contract.
- **Payment of Taxes:** The Contractor shall be responsible for paying all applicable taxes.
- **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County, unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

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 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 Contractor 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**.

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 the 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, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the 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, the 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.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Indemnification Clause

Contractor 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 Contractor 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 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 Contractor from and against any and all claims. It is agreed that Contractor 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 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS - PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Northern Gila County facilities.

General Purpose

1. All product specifications are **minimum**.
2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. Contractor shall review its Proposal submission to assure the following requirements are met.
 - a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
 - b. Qualification and Certification Forms
 - c. Price Sheet
 - d. References List
 - e. No Collusion Certification
 - f. Intentions Concerning Subcontracting
 - g. Legal Arizona Workers Act Compliance
 - h. Checklist & Addenda Acknowledgment
 - i. Offer Page
 - j. Background Investigation Authorization

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, 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 three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and/or minor scope additions and and/or deletions.

Price Adjustment

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

Evaluation of Proposal

Award shall be made to the responsible Offeror whose proposal is determined in to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

- a. Cost (50%)
- b. Qualifications and Prior Experience (30%)
- c. Conformity to Submittal Requirements (10%)
- d. References (10%)

Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractor's Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
 - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.
- 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 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.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
 - b. 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.

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 and Contractor is free to purchase 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.

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. Policy shall be endorsed to **include master key coverage**.

b. 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"**.

c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

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) \$1,000,000

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, 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:

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 **Gila County Purchasing, 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.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 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.

QUALIFICATION AND CERTIFICATION FORM**EXHIBIT "D" Bidder Qualifications and Certification**

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.

Contract Number 042314 Janitorial Service for Northern Gila County

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:
JANI-SERV, INC. 109 W UNIVERSITY DR STE 2 MESA AZ 85201
BILL@JANISERVINC.COM
PRINCIPLE: BILL TWILLEY 602-387-0710
2. Has 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.
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.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's 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.
5. **CONTRACTOR MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
 - a. A brief history of the Company.
 - 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 Services 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. Sealed list of "equipment used" in performing the services must accompany proposal submitted by Contractor.
 - f. Gila County reserves the right to request additional information.

REQUEST FOR PROPOSALS NO. 042314

6. Contractor Experience Modifier (e-mod) Rating in Arizona: _____
(If Applicable)

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. Current Contractor Business License Number: _____
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.



Signature of Authorized Representative

WILLIAM TWILEY

Printed Name

OWNER

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 042314 Janitorial Service for Northern Gila County.

Contractor Name: JANI-SERV, INC.

Phone No.: 602-628-0874

Location	Square Foot	Annual Cost Per Location
Payson Courthouse	13,983	\$ 14,154.84
Health, Rabies, Environmental	4,298	\$ 4,763.28
Community Action/Co-op Extension	1,100	\$ 1,871.64
Administration Building	6,500	\$ 8,519.88
Assessor/Recorder	1,896	\$ 2,885.04
Sheriff's Office	7,340	\$ 8,519.88
Sheriff's Office Jail Administration	Included in Sheriff's office footage	\$ INCLUDED IN SHERIFF'S OFFICE FEE
Justice of the Peace Court	Included in Sheriff's office footage	\$ INCLUDED IN SHERIFF'S OFFICE FEE
TOTAL ANNUAL COST FOR JANITORIAL SERVICE		\$ 40,714.56

BILLABLE WORK: (page 9)	Cost Per Square Foot
Cost for Carpet Cleaning	\$ 0.18
Cost for Stripping & Waxing Floors	\$ 0.25

*Each location shall be billed separately with location identified on invoice when submitted to Gila County Accounts Payable Department for payment. County Terms "Net 30". Services shall be billed monthly

All applicable taxes shall be included in proposed amount.

REFERENCE LISTReferences

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: CLEANNET USA - UNIVERSITY OF PHOENIX
 Contact: TONI ALFORD
 Phone: 602 488 6165 Address: 2226 W NORTHERN AVE PHX, 85021
 Job Length of Time: 6 Months 1 Years
 Job Description: CLEAN UNIVERSITY OF PHOENIX BUILDINGS.
APPROX. 1,000,000 SQ. FT. FIVE DAYS A
WEEK

2. Company Name: FRITO-LAY
 Contact: TODD BURSON
 Phone: 602-333-0498 Address: 562 N. 40TH ST PHX AZ 85008
 Job Length of Time: _____ Months 6 Years
 Job Description: CLEAN DISTRIBUTION CENTERS IN PHOENIX
AREA.

3. Company Name: FACILITY CLEANING INTERNATIONAL - VERIZON
 Contact: BOBBY BODE
 Phone: 303-292-6200 Address: DENVER, CO
 Job Length of Time: _____ Months 2 Years
 Job Description: CLEAN 20+ FLORIDA VERIZON LOCATIONS.

JANI-SERV, INC

Company Name

William J. [Signature]
 Signature of Authorized Representative

OWNER

Title

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

WILLIAM TWILLEY
(Name of Individual)

being first duly sworn, deposes and says:

That he is OWNER (Title)
of JANI-SERV, INC. and
(Name of Business)

That he is bidding on Gila County BID NO. 042314 JANITORIAL SERVICE FOR NORTHERN GILA COUNTY, GLOBE, AZ, and,

That neither he nor anyone associated with the said _____
JANI-SERV, 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.

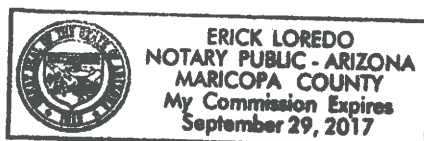
JANI-SERV, INC.
Name of Business
By William Twilley
CEO
Title

Subscribed and sworn to before me this 22 day of JULY, 2014.

[Signature]
Notary Public

My Commission expires:

Sep 29, 2017



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 Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

County shall have the right at any time to inspect the books and records of Contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 Contractor 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 Contractor.



Signature of Authorized Representative

WILLIAM TWILLEY

Printed Name

OWNER

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	<u>✓</u>
PRICE SHEET	<u>✓</u>
REFERENCE LIST	<u>✓</u>
NO COLLUSION IN BIDDING	<u>✓</u>
LEGAL ARIZONA WORKERS ACT COMPLIANCE	<u>✓</u>
CHECKLIST & ADDENDA ACKNOWLEDGMENT	<u>✓</u>
OFFER PAGE	<u>✓</u>
BACKGROUND AUTHORIZATION	<u>✓</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DATE	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Signed and dated this _____ day of _____, 2014

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 042314 Janitorial Service for Northern Gila County.* All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before July 23, 2014, 3:00 pm.

OFFER AND ACCEPTANCE**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal 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 Contractor 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 Contractor submitting this proposal.

Contractor Submitting Proposal:

JANI-SERV INC
 Company Name
109 W UNIVERSITY DR STE 2
 Address
MESA AZ 85201
 City State Zip
William Twilley
 Signature of Person Authorized to Sign
WILLIAM TWILLEY
 Printed Name
OWNER
 Title

For Clarification of this Offer, Contact:

Name: WILLIAM TWILLEY
 Title: OWNER
 Phone No.: 602-387-0770
 Fax: 480-921-3767
 Email: BILL@JANISERVINC.COM

ACCEPTANCE OF OFFER

(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 042314 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 042314.

GILA COUNTY BOARD OF SUPERVISORS**ATTEST**

Awarded this _____ day of _____, 2014

 Marian Sheppard, Clerk of the Board

 Michael A. Pastor, Chairman, Board of Supervisors

APPROVED AS TO FORM

 Bryan B. Chambers, Deputy Attorney Principal
 for Bradley D. Beauchamp, County Attorney



WAIVER OF LIABILITY AND RELEASE FORM BACKGROUND INVESTIGATION AUTHORIZATION

I WILLIAM J. TWILLEY hereby give the Gila County Purchasing Department the right
(Print First, Middle Initial, & Last Name)
to make a thorough investigation of my background as part of the bidding proposal process for Bid No. 042314.

The term "back-ground investigation" as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.

I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.

I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.

Please read carefully before signing.

Signed: William J. Twilley

Date: 7/22/14

Date of Birth: 12-22-49

JANITORIAL SERVICE FOR NORTHERN GILA COUNTY
RFP NO 042314

		Janiserv, Inc.		WCD Enterprises, LLC		Carnation Building Service, Inc.		Moonlite Janitorial	
DESCRIPTION	Square Foot	Annual Cost per Location	Annual Cost per Location/per SF	Annual Cost per Location	Annual Cost per Location/per SF	Annual Cost per Location	Annual Cost per Location/per SF	Annual Cost per Location	Annual Cost per Location/per SF
JANITORIAL									
Payson Courthouse	13,983	\$ 14,154.84	\$ 1.01	\$ 13,520.00	0.97	\$ 11,712.46	0.84	\$ 20,160.00	1.44
Health/Rabies/Environmental	4,298	\$ 4,763.28	\$ 1.11	\$ 5,070.00	1.18	\$ 8,060.39	1.88	\$ 6,720.00	1.56
Community Action/Co-op Extension	1,100	\$ 1,871.64	\$ 1.70	\$ 1,690.00	1.54	\$ 5,821.73	5.29	\$ 1,680.00	1.53
Administration Building	6,500	\$ 8,519.88	\$ 1.31	\$ 6,760.00	1.04	\$ 8,986.18	1.38	\$ 13,200.00	2.03
Assessor/Recorder	1,896	\$ 2,885.04	\$ 1.52	\$ 3,380.00	1.78	\$ 6,737.63	3.55	\$ 3,000.00	1.58
Sheriff's Office	7,340	\$ 8,519.88	\$ 1.16	\$ 8,450.00	1.61	\$ 8,569.42	1.17	\$ 7,340.00	2.16
Sheriff's Office Jail Administration	0	\$ -	\$ -	\$ 1,690.00	0.00	\$ -	0.00	\$ 5,700.00	0.00
Justice of the Peace Court	0	\$ -	\$ -	\$ 1,690.00	0.00	\$ -	0.00	\$ 2,800.00	0.00
TOTAL	35,117	\$ 40,714.56	\$ 1.16	\$ 42,250.00	1.20	\$ 49,887.81	1.42	\$ 60,600.00	1.73
Billable Work per SF:									
Cost for Carpet Cleaning		\$ 0.18		\$ 0.05		\$ 0.12		\$ 0.12	
Cost for Stipping & Waxing Floors		\$ 0.25		\$ 0.15		\$ 0.25		\$ 0.20	



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

ARF-2728

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 08/18/2014

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Lion's Club Special Event Liquor License Applications for September 18-19, 2014, and September 20, 2014.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached applications and has determined that they have been filled out correctly.

Conclusion

This charitable organization properly completed the applications. If the Board of Supervisors approves these applications and final approval is given by the DLLC, the Lion's Club of Globe, Arizona, will have used 5 days of the allowable 10 days to serve liquor at a special event in 2014.

Recommendation

The Clerk recommends that the Board of Supervisors approve these applications to allow the Lion's Club to serve liquor at the 2014 Gila County Fair.

Suggested Motion

Approval of two Special Event Liquor License Applications submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at the 2014 Gila County Fair on September 18-19, 2014, and September 20, 2014.

Attachments

Special Event LL Application Sept. 20, 2014

Special Event LL Application Sept. 18 & 19, 2014

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY
LICENSE #

1. Name of Organization: GLOBE LIONS CLUB

2. Non-Profit/I.R.S. Tax Exempt Number: 501(C)4 86-6052543

3. The organization is a: (check one box only)

- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

5. Location of the event: GILA COUNTY FAIRGROUNDS, GLOBE, GILA CO.
Address of physical location (Not P.O. Box) City County Zip 85501

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: ANDERSON, DONNA L. 3-6-1933
Last First Middle Date of Birth

7. Applicant's Mailing Address: P.O. BOX 171 GLOBE AZ 85502
Street City State Zip

8. Phone Numbers: (928) 402-4344 (928) 812-2969 (928) 425-2753
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>9-20-2014</u>	<u>SATURDAY</u>	<u>6:00 P.M.</u>	<u>10:00 P.M.</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 5 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name GLOBE LIONS CLUB 100%
Percentage

Address _____

Name _____
Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

**NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."**

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

4 # Police ☒ Fencing
4 # Security personnel ☒ Barriers

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time
period, and in the area in which the special event license will be in use? ☐ YES ☒ NO

(ATTACH COPY OF AGREEMENT)

Name of Business

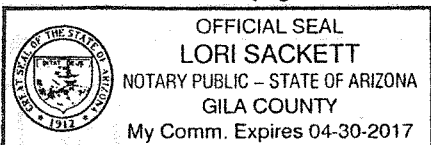
() _____
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors
under the provisions of your license. The following page is to be used to prepare a diagram of your special
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control
measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

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(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Donna Louise Anderson TREASURER (928) 812-2969
(Signature) (Title/Position) (Date) (Phone #)



State of

Gila County of ARIZONA

The foregoing instrument was acknowledged before me this

9 August 2014
Day Month Year

My Commission expires on: April 30, 2017
(Date)

Lori Sackett
(Signature of NOTARY PUBLIC)

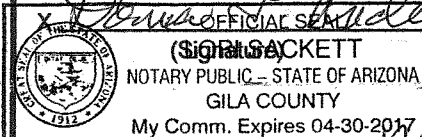
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(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

State of Arizona County of Gila

The foregoing instrument was acknowledged before me this

9 August 2014
Day Month Year



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(Date)

Lori Sackett
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY:

(Title)

(Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM

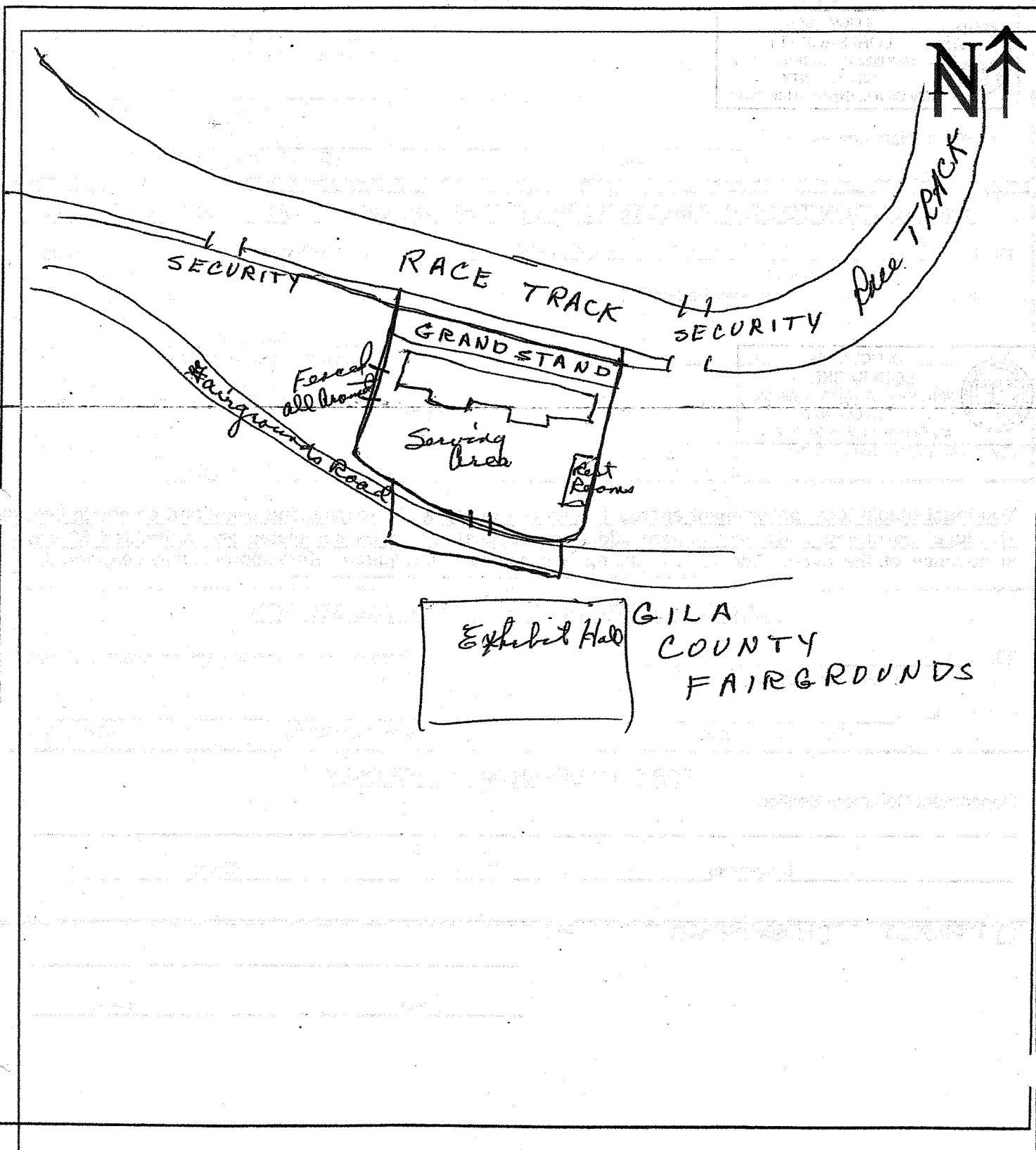
(This diagram must be completed with this application)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY
LICENSE #

- Name of Organization: GLOBE LIONS CLUB
- Non-Profit/I.R.S. Tax Exempt Number: 501(c)4 86-6052593
- The organization is a: (check one box only)
☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
- What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

5. Location of the event: GILA COUNTY FAIRGROUNDS, GLOBE, GILA CO.
Address of physical location (Not P.O. Box) City County Zip 85501

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: ANDERSON, DONNA L. 3-6-1933
Last First Middle Date of Birth

7. Applicant's Mailing Address: P.O. BOX 171 GLOBE AZ. 85502
Street City State Zip

8. Phone Numbers: (928) 402-4344 (928) 812-2969 (928) 425-2753
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	9-18-2014	THURSDAY	6:00 P.M.	9:00 P.M.
Day 2:	9-19-2014	FRIDAY	6:00 P.M.	9:00 P.M.
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☐ NO (attach explanation if yes)

11. This organization has been issued a special event license for 4 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name GLOBE LIONS CLUB 100%
Percentage

Address _____

Name _____ Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

**NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."**

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

4 # Police

4 # Security personnel

☒ Fencing

☒ Barriers

16. Is there an existing liquor license at the location where the special event is being held?
If yes, does the existing business agree to suspend their liquor license during the time
period, and in the area in which the special event license will be in use?

☐ YES ☒ NO

☐ YES ☒ NO

(ATTACH COPY OF AGREEMENT)

Name of Business

() _____
Phone Number

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(Signature) (Title/Position) (Date) (Phone #)



OFFICIAL SEAL
LORI SACKETT
NOTARY PUBLIC - STATE OF ARIZONA
GILA COUNTY
My Comm. Expires 04-30-2017

State of

Gila County of Arizona

The foregoing instrument was acknowledged before me this

August 9, 2014
(Day) (Month) (Year)

My Commission expires on: April 30, 2017
(Date)

Lori Sackett
(Signature of NOTARY PUBLIC)

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State of Arizona County of Gila

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9 August 2014
Day Month Year



(Signature) SEAL
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NOTARY PUBLIC - STATE OF ARIZONA
GILA COUNTY
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FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY:

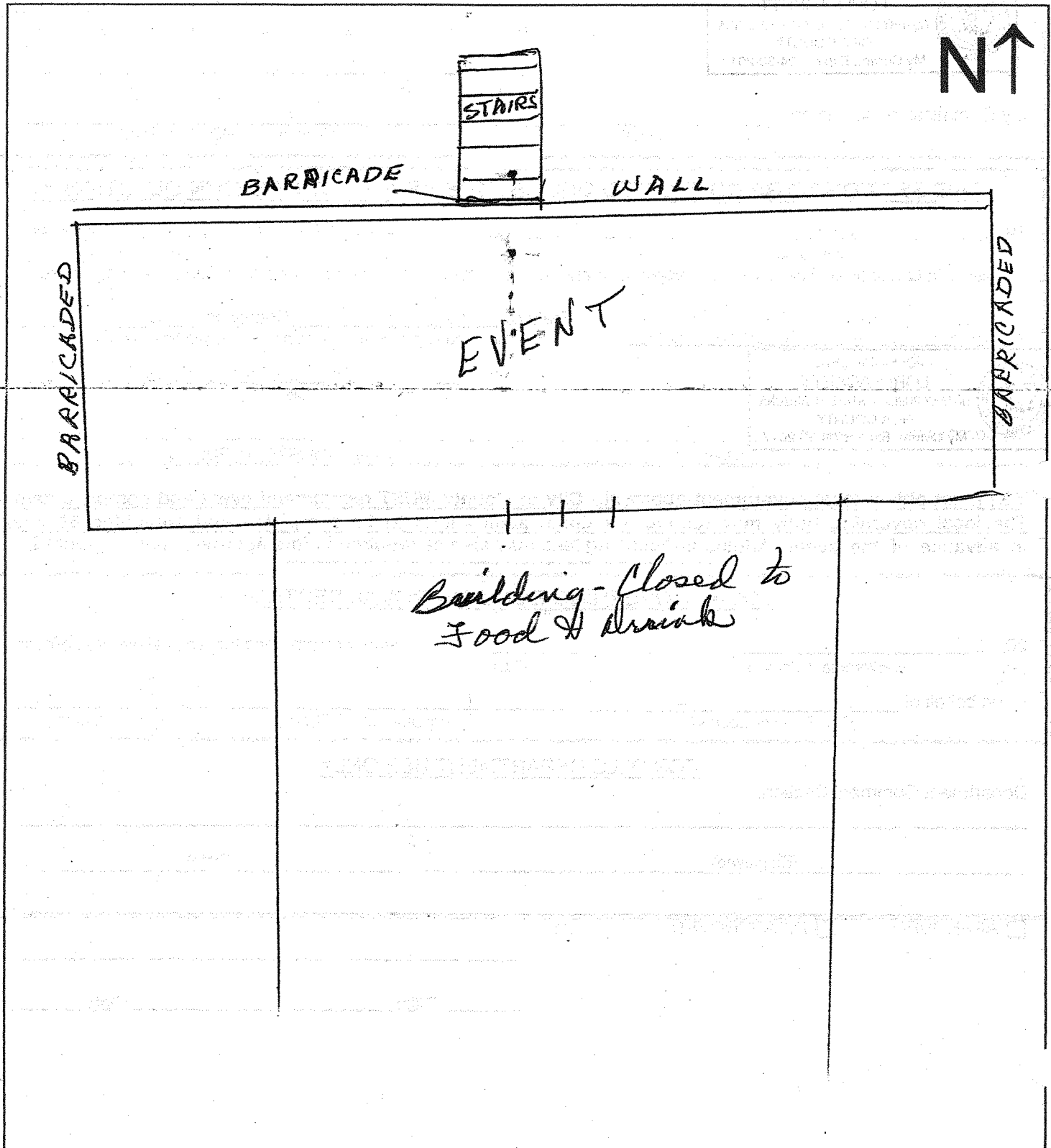
(Title)

(Date)

CALA COUNTY
SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

N ↑

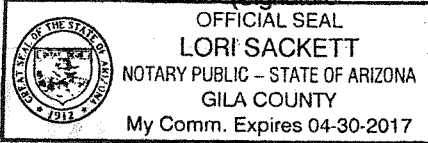
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(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY:

(Title)

(Date)

ARF-2726

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 08/18/2014

Reporting Period: Globe Regional Constable's Office Monthly Report for July 2014

Submitted For: Jesse
Bolinger

Submitted By: Kimberly Rust, Constable Clerk,
Constable - Globe Regional

Information

Subject

Globe Regional Constable's Office Monthly Report for July 2014.

Suggested Motion

Acknowledgment of the July 2014 monthly activity report submitted by the Globe Regional Constable's Office

Attachments

Globe Regional Constable's Office Monthly Report for July 2014

JESSE E. BOLINGER
GLOBE REGIONAL
CONSTABLE



1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

Date: August 8, 2014
To: Gila County Board of Supervisors
From: Jesse E. Bolinger Constable
Re: Monthly Report

For the month of July 2014, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH: **112**

TOTAL MILES FOR MONTH **934**

Globe Constable assisted/other: Bailiff in **0** court hearings

The Deputy Constable assisted/other: Bailiff in **0** court hearings

The Globe Constable attended **0** hours of training

The Deputy Constable attended **0** hours of training

Warrant letters mailed **0**

Respectfully submitted,

JESSE E. BOLINGER

GLOBE CONSTABLE

DATE 8-8-14

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND General Fund FUND # _____

REMITTING AGENCY Globe Regional Constable Office

BILLING PERIOD July 2014

Preparer Signature: _____ Title _____

Approved Signature: _____ Title _____

Currency	
Coins	
Checks	
Total	

TREASURER By _____ **Date** _____

119017



Gila County Globe Regional Constable's Office

Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Child Custody Packet	1	0	0.00	1	100.00	0	0.00
Five Day Notice	3	0	0.00	3	100.00	0	0.00
Hearing Order on IAH	1	0	0.00	1	100.00	0	0.00
Hearing Order on OP	1	0	0.00	1	100.00	0	0.00
Hearing Prior to Issue of OP	1	0	0.00	1	100.00	0	0.00
Letter Setting Interview	2	0	0.00	0	0.00	2	100.00
Motion and Order	6	1	16.67	5	83.33	0	0.00
Notice and Summons	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	22	1	4.55	21	95.45	0	0.00
Order of Protection	2	0	0.00	2	100.00	0	0.00
Summons and Complaint	20	2	10.00	7	35.00	11	55.00
Subpoena Duces Tecum	45	0	0.00	39	86.67	6	13.33
Summons Forcible Detainer	3	0	0.00	3	100.00	0	0.00
Summons	1	0	0.00	1	100.00	0	0.00
Criminal Summons	3	0	0.00	1	33.33	2	66.67
Totals	112	4	3.57	87	77.68	21	18.75

Report Includes:

All receive dates between '07:00:00 07/01/14' and '23:59:00 07/31/14', All process types, All officers, All courts, All agencies matching 'GCCO', All serve flags matching '1'



Gila County Globe Regional Constable's Office

Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Ambulance Service, Town of Kearny	1407CO015	07/07/14	181	110.40

				110.40
Clark, Flores &	1407CO033	07/14/14	191	104.00

				104.00
Huselid, Sevrin James	1407CO064	07/25/14	219	56.00

				56.00
Schell, Steve	1407CO043	07/22/14	202	48.00
	1407CO044	07/22/14	203	48.00
	1407CO074	07/28/14	221	40.00
	1407CO075	07/28/14	222	40.00

				176.00
Stucker, Don Neland	1407CO073	07/28/14	220	48.00

				48.00

	Total Cash Received:			494.40

Report Includes:

All transaction dates between '07/01/14' and '07/31/14', All received by persons, All courts, All agencies matching 'GCCO', All transaction codes matching 'CR, GR;', All cptbproc action codes matching '1, 11'



Gila County Globe Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Absher, Barney A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1133 W. Bird St/ in travel trl in back yard, Miami	Bolinger, J		NO
Time/Date: 11:40:00 07/08/14			
1133 W. Bird St/ in travel trl in back yard, Miami	Bolinger, J		NO
Time/Date: 09:00:00 07/10/14			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Bolinger, J	[REDACTED]	YES
Time/Date: 11:05:00 07/02/14			

To Be Served: Anthony, Larry

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Bolinger, J	M. Sneezy	YES
Time/Date: 11:25:00 07/09/14			

To Be Served: Avalos, Edward W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Pueblo Heights MHP Sp 32, Globe	Bolinger, J		NO
Time/Date: 12:05:00 07/09/14			
Pueblo Heights MHP Sp 32, Globe	Bolinger, J		NO
Time/Date: 11:20:00 07/10/14			
Pueblo Heights MHP Sp 32, Globe	Bolinger, J	Girlfriend of Defendant	YES
Time/Date: 08:55:00 07/11/14			

To Be Served: Barbee, James

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4320 locomotive Ave, Claypool	Bolinger, J		NO
Time/Date: 11:05:00 07/24/14			
To Be Served: Baxley, Travis W.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Bolinger, J	Joann Fane	YES
Time/Date: 10:20:00 07/08/14			
To Be Served: Bender, Darcia			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Miami Police Department, Miami	Bolinger, J	J. Valenzuela	YES
Time/Date: 11:30:00 07/02/14			
To Be Served: Boyd, Michael			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N Pine St GPD, Globe	Bolinger, J	GPD Dispatch	YES
Time/Date: 11:50:00 07/21/14			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Bolinger, J	[REDACTED]	YES
Time/Date: 11:20:00 07/28/14			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED], Globe	Bolinger, J	[REDACTED]	YES
Time/Date: 11:20:00 07/28/14			
To Be Served: Byrne, Justus W.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
HCO 2 Box 228-Apache Trl Hwy 88, Globe	Bolinger, J	Posted and Certified Mailed	YES
Time/Date: 10:35:00 07/11/14			

To Be Served: Campbell, Robert

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Bolinger, J	L. Dzera	YES
Time/Date: 10:30:00 07/24/14			
1100 South Street, Globe	Bolinger, J	P. Dodd	YES
Time/Date: 10:00:00 07/30/14			

To Be Served: Carroll, Amber J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
741 Third Ave, Miami	Bolinger, J		NO
Time/Date: 12:00:00 07/30/14			

To Be Served: Carroll, Misty S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Alhambra MHP #61, Globe	Bolinger, J	Misty Carroll	YES
Time/Date: 10:35:00 07/01/14			
Alhambra MHP #61, Globe	Bolinger, J	Misty Carroll	YES
Time/Date: 10:40:00 07/02/14			

To Be Served: Castillo, Hector

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Bolinger, J	M. Sneezy	YES
Time/Date: 10:30:00 07/25/14			
DPS, Globe	Bolinger, J	M. Sneezy	YES
Time/Date: 10:05:00 07/30/14			
DPS, Globe	Bolinger, J	M. Sneezy	YES
Time/Date: 10:45:00 07/31/14			

To Be Served: Charles, Keith

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N Pine St GPD, Globe	Bolinger, J	GPD Dispatch	YES
Time/Date: 14:25:00 07/30/14			

To Be Served: Cluster, Richard Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Pueblo Heights Mhp Space 87, Globe	Bolinger, J	Richard Cluster	YES
Time/Date: 11:35:00 07/22/14			

To Be Served: Contreras, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
918 Rose Rd #6, Miami	Bolinger, J		NO
Time/Date: 11:20:00 07/24/14			
884 Rose Rd #6, Miami	Bolinger, J		NO
Time/Date: 11:45:00 07/24/14			

To Be Served: Conway, Eric

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7850 S Albany Dr, Globe	Bolinger, J	Eric Conway	YES
Time/Date: 11:45:00 07/28/14			

To Be Served: Conway, Shannon C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7850 S Albany Dr, Globe	Bolinger, J	Bryon Conway	YES
Time/Date: 11:45:00 07/28/14			

To Be Served: Coombs, Steve

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
CCMHP 8958 S Six Shooter Canyon #46, Globe	Bolinger, J	Steve Coombs	YES
Time/Date: 12:05:00 07/28/14			

To Be Served: Corn, Dana or Gary

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5354 Washburn Space 9, Claypool	Bolinger, J	Dana Anderson - Corn	YES
Time/Date: 11:05:00 07/02/14			

To Be Served: Degner, Bryan

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S Six Shooter Canyon Space 30, Globe	Bolinger, J	Posted and Certified Mailed	YES
Time/Date: 11:30:00 07/22/14			
To Be Served: Drennan, Robert G.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
605 S 3rd St / Wk Dream Manor, Globe	Bolinger, J		NO
Time/Date: 10:15:00 07/25/14			
605 S 3rd St / Wk Dream Manor, Globe	Bolinger, J		NO
Time/Date: 10:25:00 07/25/14			
605 S 3rd St / Wk Dream Manor, Globe	Bolinger, J		NO
Time/Date: 09:10:00 07/28/14			
605 S 3rd St / Wk Dream Manor, Globe	Bolinger, J		NO
Time/Date: 11:40:00 07/28/14			
605 S 3rd St / Wk Dream Manor, Globe	Bolinger, J		NO
Time/Date: 15:15:00 07/30/14			
605 S 3rd St / Wk Dream Manor, Globe	Bolinger, J		NO
Time/Date: 19:15:00 07/30/14			
605 S 3rd St / Wk Dream Manor, Globe	Bolinger, J	Robert Drennan	YES
Time/Date: 10:35:00 07/31/14			
To Be Served: Durbin, Christine			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Dept of Child Safety 605 S 7th St, Globe	Bolinger, J		NO
Time/Date: 10:57:00 07/07/14			
To Be Served: Durnan, James			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N Pine St GPD, Globe	Bolinger, J	GPD Dispatch	YES
Time/Date: 10:55:00 07/24/14			
175 N Pine St GPD, Globe	Bolinger, J	GPD Dispatch	YES
Time/Date: 14:25:00 07/30/14			

To Be Served: Fink, M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Bolinger, J	M. Sneezy	YES

Time/Date: 09:05:00 07/08/14

To Be Served: Francom, Lindy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
824 S Nugget Dr, Globe	Bolinger, J		NO

Time/Date: 11:42:00 07/21/14

824 S Nugget Dr, Globe	Bolinger, J	Lindy Francom	YES
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Time/Date: 09:20:00 07/22/14

To Be Served: Frantom, Ryan M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
674 N High St., Globe	Bolinger, J		NO

Time/Date: 14:48:00 07/30/14

674 N High St., Globe	Bolinger, J		NO
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Time/Date: 19:00:00 07/30/14

674 N High St., Globe	Bolinger, J		NO
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Time/Date: 12:35:00 07/31/14

To Be Served: Gamboa, Tom

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS Hwy 60/77, Globe	Bolinger, J	M. Sneezy	YES

Time/Date: 10:25:00 07/01/14

DPS Hwy 60/77, Globe	Bolinger, J	M. Sneezy	YES
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Time/Date: 10:30:00 07/17/14

To Be Served: Garcia, David A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1290 E Cedar Street /540 Miami Rd Globe, Globe	Bolinger, J	Nicole Garcia	YES

Time/Date: 12:10:00 07/30/14

1290 E Cedar Street /540 Miami Rd Globe, Globe	Bolinger, J	Nicole Garcia	YES
Time/Date: 12:10:00 07/30/14			
<hr/>			
To Be Served: Garcia, Marisella			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
789 E Prickly Pear Dr Apt B, Globe	Bolinger, J	Posted and Certified Mailed	YES
Time/Date: 10:55:00 07/22/14			
<hr/>			
To Be Served: Garcia, Nichole			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
603 Third Ave, Miami	Bolinger, J	Nichol Garcia	YES
Time/Date: 12:10:00 07/30/14			
603 Third Ave, Miami	Bolinger, J	Nichole Garcia	YES
Time/Date: 12:10:00 07/30/14			
<hr/>			
To Be Served: Gardner, Danielle D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5874 Inspiration dr, Globe	Bolinger, J		NO
Time/Date: 12:15:00 07/30/14			
5874 Inspiration dr, Globe	Bolinger, J		NO
Time/Date: 18:45:00 07/30/14			
5874 Inspiration dr, Globe	Bolinger, J		NO
Time/Date: 12:15:00 07/31/14			
<hr/>			
To Be Served: Godoy, Eric V.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
546 First St, Hayden	Bolinger, J	Mary Godoy	YES
Time/Date: 12:45:00 07/07/14			
<hr/>			
To Be Served: Godoy, Mary J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
546 First St, Hayden	Bolinger, J	Mary Godoy	YES
Time/Date: 12:45:00 07/07/14			

To Be Served: Golden, Florene A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1671 Highway 188, Globe	Bolinger, J		NO
Time/Date: 09:14:00 07/30/14			
1671 Highway 188, Globe	Bolinger, J		NO
Time/Date: 09:16:00 07/30/14			
1671 Highway 188, Globe	Bolinger, J		NO
Time/Date: 08:30:00 07/31/14			

To Be Served: Gonzales, Andre F.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4352 E. Locomotive Ave, Claypool	Bolinger, J		NO
Time/Date: 11:08:00 07/24/14			
4352 E. Locomotive Ave, Claypool	Bolinger, J		NO
Time/Date: 10:47:00 07/25/14			
4352 E. Locomotive Ave, Claypool	Bolinger, J		NO
Time/Date: 15:40:00 07/28/14			
4352 E. Locomotive Ave, Claypool	Bolinger, J		NO
Time/Date: 11:50:00 07/30/14			
4352 E. Locomotive Ave, Claypool	Bolinger, J		NO
Time/Date: 18:30:00 07/30/14			

To Be Served: Guerrero, Roseanne M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1201 Prospect Ave, Christina Apt #16, Miami	Bolinger, J		NO
Time/Date: 11:30:00 07/24/14			
1201 Prospect Ave, Christina Apt #16, Miami	Bolinger, J		NO
Time/Date: 10:55:00 07/25/14			

To Be Served: Hall, J

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
CCMHP 8958 S Six Shooter Canyon #50, Globe	Bolinger, J	J. Hall	YES

410 S Hill St, Globe	Bolinger, J	Codi Jones	YES
Time/Date: 15:05:00 07/30/14			
<hr/>			
To Be Served: Jordan, Adrian L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
546 E. Bucky O'Neal, Globe	Bolinger, J		NO
Time/Date: 14:45:00 07/30/14			
546 E. Bucky O'Neal, Globe	Bolinger, J		NO
Time/Date: 19:04:00 07/30/14			
546 E. Bucky O'Neal, Globe	Bolinger, J		NO
Time/Date: 09:30:00 07/31/14			
<hr/>			
To Be Served: Knight, Gloria H.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
825 E Cactus Dr, Globe	Bolinger, J	Gloria Knight	YES
Time/Date: 11:40:00 07/21/14			
<hr/>			
To Be Served: Koepf, Coral L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
770 Sunset Dr, Globe	Bolinger, J		NO
Time/Date: 10:45:00 07/30/14			
770 Sunset Dr, Globe	Bolinger, J		NO
Time/Date: 19:10:00 07/30/14			
770 Sunset Dr, Globe	Bolinger, J		NO
Time/Date: 08:59:00 07/31/14			
<hr/>			
To Be Served: Kowalski, Robert K.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5980 S Calle De Loma, Claypool	Bolinger, J	Christina Kowalski	YES
Time/Date: 11:10:00 07/28/14			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

[REDACTED]	Globe	Bolinger, J		NO
Time/Date:	12:00:00 07/28/14			
[REDACTED]	Globe	Bolinger, J		NO
Time/Date:	15:25:00 07/30/14			
[REDACTED]	Globe	Bolinger, J	[REDACTED]	YES
Time/Date:	18:00:00 07/30/14			

To Be Served:	[REDACTED]			
<u>Service Attempt</u>		<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Globe	Bolinger, J		NO
Time/Date:	12:00:00 07/28/14			
[REDACTED]	Globe	Bolinger, J		NO
Time/Date:	15:25:00 07/30/14			
[REDACTED]	Globe	Bolinger, J	[REDACTED]	YES
Time/Date:	18:00:00 07/30/14			

To Be Served:	[REDACTED]			
<u>Service Attempt</u>		<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Miami	Bolinger, J		NO
Time/Date:	10:50:00 07/23/14			
[REDACTED]	Miami	Bolinger, J	[REDACTED]	YES
Time/Date:	11:20:00 07/23/14			

To Be Served:	[REDACTED]			
<u>Service Attempt</u>		<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Globe	Bolinger, J	[REDACTED]	YES
Time/Date:	10:50:00 07/23/14			

To Be Served:	Lucero, Minnie T.			
<u>Service Attempt</u>		<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
	435 Euclid, Globe	Bolinger, J		NO
Time/Date:	14:35:00 07/30/14			
	435 Euclid, Globe	Bolinger, J		NO

Time/Date: 18:55:00 07/30/14

435 W Euclid, Globe

Bolinger, J

Minnie Lucero

YES

Time/Date: 15:15:00 07/31/14

To Be Served: Martinez, Beatrice M.

Service Attempt

Attempted By

Served On

Svd?

1206 E Crestwood Dr, Globe

Bolinger, J

Beatrice Martinez

YES

Time/Date: 10:25:00 07/24/14

To Be Served:

Service Attempt

Attempted By

Served On

Svd?

Globe

Bolinger, J

YES

Time/Date: 10:20:00 07/23/14

To Be Served:

Service Attempt

Attempted By

Served On

Svd?

Globe

Bolinger, J

YES

Time/Date: 10:20:00 07/23/14

To Be Served: Mathews, Iva E.

Service Attempt

Attempted By

Served On

Svd?

4380 Locomotive, Claypool

Bolinger, J

NO

Time/Date: 11:11:00 07/24/14

4380 Locomotive, Claypool

Bolinger, J

Iva Mathews

YES

Time/Date: 10:45:00 07/25/14

To Be Served: Mayorga, Andrea H.

Service Attempt

Attempted By

Served On

Svd?

7744 S Hopi Ave, Globe

Bolinger, J

Andrea Mayorga

YES

Time/Date: 12:25:00 07/21/14

To Be Served:

Service Attempt

Attempted By

Served On

Svd?

Miami

Bolinger, J

YES

Time/Date: 11:15:00 07/02/14

To Be Served: McGroarty, Chris

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South ST, Globe	Bolinger, J	P. Dodd	YES

Time/Date: 10:00:00 07/30/14

1100 South St, Globe	Bolinger, J	P. Dodd	YES
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Time/Date: 10:00:00 07/30/14

To Be Served: Medina, Thomas

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
MPD 740 W Sullivan St, Miami	Bolinger, J	J. Valenzuela	YES

Time/Date: 11:40:00 07/30/14

MPD 740 W Sullivan St, Miami	Bolinger, J	J. Valenzuela	YES
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Time/Date: 11:40:00 07/30/14

To Be Served: Melford, Carl W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Globe PD 175 N Pine St, Globe	Bolinger, J	GPD Dispatch	YES

Time/Date: 11:50:00 07/21/14

To Be Served: Merten, Gary G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
253 E Plaza Ave, Hayden	Bolinger, J	Gary Merten	YES

Time/Date: 10:20:00 07/09/14

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Bolinger, J	[REDACTED]	YES

Time/Date: 10:30:00 07/08/14

To Be Served: Miller, Scott R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Bolinger, J	[REDACTED]	YES
Time/Date: 09:50:00 07/10/14			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Miami	Bolinger, J		NO
Time/Date: 11:10:00 07/22/14			
[REDACTED] Miami	Rust, K		NO
Time/Date: 12:10:00 07/22/14			
[REDACTED] Miami	Bolinger, J	[REDACTED]	YES
Time/Date: 15:00:00 07/22/14			
<hr/>			
To Be Served: Powell, Morgan D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
541 W Hackney #29, Globe	Bolinger, J	Morgan Powell	YES
Time/Date: 10:50:00 07/02/14			
<hr/>			
To Be Served: Pruitt, Rolla			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
185 N Pine, Roosevelt	Bolinger, J		NO
Time/Date: 11:45:00 07/01/14			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Miami	Bolinger, J		NO
Time/Date: 11:25:00 07/02/14			
[REDACTED] Miami	Bolinger, J		NO
Time/Date: 16:00:00 07/03/14			
[REDACTED] Miami	Bolinger, J		NO
Time/Date: 13:10:00 07/04/14			
[REDACTED] Miami	Bolinger, J		NO
Time/Date: 08:50:00 07/05/14			

[REDACTED] Miami	Bolinger, J		NO
Time/Date: 16:20:00 07/07/14			
[REDACTED] Miami	Bolinger, J	[REDACTED]	YES
Time/Date: 16:25:00 07/07/14			

To Be Served: **[REDACTED]**

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Bolinger, J	[REDACTED]	YES
Time/Date: 10:55:00 07/11/14			

To Be Served: **[REDACTED]**

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Bolinger, J	[REDACTED]	YES
Time/Date: 11:00:00 07/10/14			

To Be Served: Rought, Rodney

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
329 S 3rd St, Globe	Bolinger, J	Rodney Rought	YES
Time/Date: 10:05:00 07/25/14			

To Be Served: Skaggs, S

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Bolinger, J	M. Sneezy	YES
Time/Date: 10:30:00 07/17/14			
DPS, Globe	Bolinger, J	M. Sneezy	YES
Time/Date: 10:45:00 07/24/14			
DPS, Globe	Bolinger, J	M. Sneezy	YES
Time/Date: 10:05:00 07/30/14			
DPS, Globe	Bolinger, J	M. Sneezy	YES
Time/Date: 10:45:00 07/31/14			

To Be Served: Smith, Phillip

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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175 N Pine St GPD, Globe	Bolinger, J	GPD Dispatch	YES
Time/Date: 14:25:00 07/30/14			
<hr/>			
To Be Served: Snelling, George R. Jr			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
670 Snell Ave, Globe	Bolinger, J		NO
Time/Date: 11:20:00 07/08/14			
670 Snell Ave, Globe	Bolinger, J		NO
Time/Date: 11:50:00 07/09/14			
670 Snell Ave, Globe	Bolinger, J		NO
Time/Date: 09:10:00 07/11/14			
<hr/>			
To Be Served: Snowden, Patricia K.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
329 S 3rd St, Globe	Bolinger, J	Patricia Snowden	YES
Time/Date: 10:05:00 07/25/14			
<hr/>			
To Be Served: Sosh, Brianna			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
237 Wentworth, Miami	Bolinger, J		NO
Time/Date: 11:10:00 07/01/14			
<hr/>			
To Be Served: Sosh, Coleen M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
237 S Wentworth Ave, Miami	Bolinger, J		NO
Time/Date: 11:11:10 07/01/14			
<hr/>			
To Be Served: Tarango, Demetria			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 Cherry Flats Rd Space 26, Miami	Bolinger, J	Demetria Tarango	YES
Time/Date: 10:30:00 07/23/14			
<hr/>			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

[REDACTED] Globe		Bolinger, J	[REDACTED]	YES
Time/Date: 10:40:00 07/02/14				
To Be Served: Valencia Jr, Brian G.				
<u>Service Attempt</u>		<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1704 E Skyline Circle, Globe		Bolinger, J		NO
Time/Date: 10:40:00 07/30/14				
To Be Served: Velarde, Joseph I.				
<u>Service Attempt</u>		<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4380 Locomotive, Claypool		Bolinger, J	Joseph Ignacio Velarde	YES
Time/Date: 11:52:00 07/30/14				
To Be Served: Walters, Matthew S.				
<u>Service Attempt</u>		<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
35535 Woodspur Rd., Ontonagon		Bolinger, J		NO
Time/Date: 15:00:00 07/30/14				
35535 Woodspur Rd., Ontonagon		Bolinger, J		NO
Time/Date: 19:05:00 07/30/14				
To Be Served: Wold, Crystal				
<u>Service Attempt</u>		<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Odonetto Ranch, Globe		Bolinger, J		NO
Time/Date: 11:15:00 07/14/14				
Odonetto Ranch, Globe		Rust, K		NO
Time/Date: 09:40:00 07/15/14				
Odonetto Ranch, Globe		Bolinger, J	Crystal Wold	YES
Time/Date: 11:10:00 07/21/14				
To Be Served: [REDACTED]				
<u>Service Attempt</u>		<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe		Bolinger, J		NO
Time/Date: 11:30:00 07/23/14				

[REDACTED] Globe		Bolinger, J		NO
Time/Date: 15:00:00 07/23/14				
[REDACTED] Globe		Bolinger, J	[REDACTED]	YES
Time/Date: 09:20:00 07/24/14				

To Be Served: [REDACTED]				
<u>Service Attempt</u>		<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe		Bolinger, J		NO
Time/Date: 11:30:00 07/23/14				
[REDACTED] Globe		Bolinger, J		NO
Time/Date: 15:00:00 07/23/14				
[REDACTED] Globe		Bolinger, J	[REDACTED]	YES
Time/Date: 09:20:00 07/24/14				

To Be Served: Yniguez, Judith S.				
<u>Service Attempt</u>		<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Madera Peaks Apts 1039 Saguaro Rd #33, Globe		Bolinger, J	Judith Yniguez	YES
Time/Date: 11:05:00 07/11/14				

Report Includes:

All dates between '07:00:00 07/01/14' and '23:59:00 07/31/14', All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching 'GCCO', All dispositions

ARF-2717

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 08/18/2014

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 7-25-14; and 8-1-14

Submitted For: Jeffrey Hessenius, Finance Director
Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 7-25-14; and 8-1-14.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of July 21, 2014, to July 25, 2014; and July 28, 2014, to August 1, 2014.

Attachments

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 7-25-14, and 8-1-14

Contract No. 070214-1 with InterMountain West Civil Constructors, Inc.

Contract No. 070214 with WSP, Inc.

Agreement No. 071614 with Payson Rodeo Committee, Inc.

Service Agreement No. 052314 with Miner Docks, Doors and More

Service Agreement No. 071114-Roads-with DJ's Companies, Inc.

Service Agreement No. 071114-1-Landfill-with DJ's Companies, Inc.

Amendment No. 1 to Limited Services Contract with Advance Forensic Assessments, Inc.

Canyon State Maintenance Agreement - 2014

Amendment No. 4 to Service Agreement 032913 with Earthquest Plumbing

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**July 21, 2014 to July 25, 2014**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
070214-1 InterMountain West Civil Constructors, Inc.	Contract No. 070214-1 Process, Place and Compact AB Material for Houston Mesa Road Project	\$21,450.00	One week from Notice to Proceed date	7-22-14	Expires	Contractor will process, install and compact approximately 1500 linear feet of AB material to repair an area of severely deteriorated asphalt on Houston Mesa Road near Water Wheel Hill.
070214 WSP, Inc.	Contract No. 070214 Milling of Existing Asphalt for Houston Mesa Road Project	\$13,385.00	One week from Notice to Proceed date	7-22-14	Expires	Contractor will mill approximately 1500 linear feet of existing asphalt to repair an area of severely deteriorated asphalt on Houston Mesa Road near Water Wheel Hill.

July 28, 2014 to August 01, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
071614 Payson Rodeo Committee	Agreement No. 071614 Economic Development Grant Payson Rodeo Committee, Inc.	\$8,800.00	N/A	7-30-14	Expires	Economic Development Grant to assist in the promotion costs incurred by the Payson Rodeo Committee for the "World's Oldest Continuing Rodeo".
052314 Miner Docks, Doors & More	Agreement No. 052314 Security Gate for Courthouse 2 nd Floor Security Area	\$3,842.00	7-30-14 to 09-28-14	7-30-14	Expires	A security gate is necessary to cordon people off from the security equipment when the Board of Supervisors conference room is being used after hours.
071114 DJ's Companies, Inc.	Agreement No. 071114 Portable Toilet Service Copper Roads	\$2,852.00	7-30-14 to 07-29-15	7-30-14	Option to renew for 2 additional 1 year periods	Contractor will provide weekly service, upon request from the County, for two County owned portable toilets for the Consolidated Roads department.

July 28, 2014 to August 01, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
071114-1 DJ's Companies, Inc.	Agreement No. 071114-1 Portable Toilet Service Russell Gulch Landfill	\$1,776.00	7-30-14 to 07-29-15	7-30-14	Option to renew for 2 additional 1 year periods	Contractor will provide weekly rental and service for two portable toilets for the Russell Gulch landfill site.
Advance Forensic Assessments, Inc.	Amendment No. 1 to Limited Services Contract for Polygraph Testing	Not to exceed \$35,000.00	7-1-14 to 06-30-15	7-30-14	Option to renew for 2 additional 1 year periods	Contractor provides polygraph examinations on post-convicted sex offenders.
Canyon State Wireless	Radio Communications Maintenance Agreement	\$4,140.00	6-1-14 to 5-31-15	7-30-14	Option to renew for 2 additional 1 year periods	Contractor will provide maintenance on the Emergency Management radio communications equipment.
032913 Earthquest Plumbing	Amendment No. 4 to Service Agreement No. 032913 URRD Emergency Repair/Replace	\$6,700.00 increase for a new total contract amount of \$17,000.00	4-3-14 to 4-2-15	7-30-14	Option to renew for 1 additional 1 year period	Amendment No. 4 will increase the contract by an additional \$6,700 for a new total amount of \$17,000. The contract was issued for a blanket P.O., so in the event of an emergency repair Community Service will have the opportunity to respond quickly.

1981

GILA COUNTY



Tommie C. Martin, District I Supervisor
Michael A. Pastor, District II Supervisor
John D. Marcanti, District III Supervisor

Don E. McDaniel Jr., County Manager
Jeff Hessenius, Finance Director

INFORMAL BID REQUEST NO. 070214-1IBR PROCESS, PLACE AND COMPACT AB MATERIAL HOUSTON MESA ROAD PROJECT

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to process, place and compact approximately 1500 linear feet of AB material near Payson, AZ.

Informal bid requests for the material or services as specified will be received by Gila County Finance until the time and date cited. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered.

PRE-BID WALK THROUGH MEETING SCHEDULED: Tuesday, July 15, 2014, 1:00 P.M.
PROCESS, PLACE AND COMPACT AB MATERIAL
Houston Mesa Road near Water Wheel Day Use Area

BID SUBMITTAL DUE DATE: 10:00 A.M., Tuesday, July 22, 2014

Please submit the **Contract Forms**, in duplicate, with originals signatures on both sets, in a sealed envelope: The words "**Informal Bid Request**" with Bid Title "**PROCESS, PLACE AND COMPACT AB MATERIAL-Houston Mesa Road Project**", Bid No. "**070214-1IBR**", date "**July 22, 2014**", and time "**10:00 A.M. AZ Time**", shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Bid proposals may be mailed or hand delivered to:

DELIVERY ADDRESS: GILA COUNTY FINANCE
ATTN: JEANNIE SGROI
GUERRERO BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Questions regarding the technical aspects of this request should be directed to Michael Gillette, 928-402-8505.

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PROCESS, PLACE AND COMPACT AB MATERIAL-HOUSTON MESA ROAD PROJECT
Informal Bid Request 070214-1IBR

SCOPE OF WORK

AB Scope of Services

The Project will consist of processing, placing and compacting approximately 1500 linear feet of roadway on Houston Mesa Road. The Contractor shall provide for the complete provision in the scope of work below for the placing of AB in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Project Manager or designee. The project is located on Houston Mesa Road, beginning at the Water Wheel Day Use Area and continuing south approximately 1,500 linear feet. The intent of this project is to match the existing road profile and grade as close as possible. Gila County will provide the successful bidder with a basic centerline profile and project survey control points. The contractor must provide their own construction staking.

- Subgrade preparation in accordance with MAG Specification 301 for a section of roadway 1,500 linear feet x 26'. Subgrade shall be compacted to 95% relative density.
- Process and place 4" of AB material in accordance with MAG Specification 310. AB shall be compacted to 100% relative density.
- The finished elevation and location of the AB material should match the existing roadway profile as close as possible. The subgrade will need to be lowered approximately 3 inches.
- The AB material shall be finish graded with a 2% crown except in the radius where a field fitted 2% super will be necessary.
- Gila County will provide water and water truck for AB processing and placing.
- Gila County will provide traffic control.
- Gila County will provide the AB material.
- Gila County will provide material and compaction testing.
- Asphalt removal will be by others.

There will be a **mandatory** pre-bid meeting on Tuesday, July 15, 2014 at 1:00 P.M on-site. The bids for this project will be due July 22, 2014 at 10 A.M. Any questions after the mandatory pre-bid meeting must be submitted in writing no later than Thursday, July 17, 2014 at 2:00 P.M. Answers to any questions received will be sent to all bidders no later than Friday, July 18, 2014 at 2:00 P.M. The successful bidder will have 1 week to complete the project. A performance bond will not be required for this project if the contractor chooses not to take a draw.

► **CLEAN UP**

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all materials not incorporated in the work from the site of the work.

► **WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly placed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said placement during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

► **QUALITY OF STANDARDS OF MATERIAL**

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/service(s) submitted conforms to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

► **TAXES**

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

INSTRUCTION TO BIDDERS

Preparation of Bid

The bidder shall submit his bid proposal on the forms furnished in the Informal Bid Document, in duplicate. Both copies of the entire Bid packet, as identified as "Contract Forms" on Page 8, shall have original signatures. The Contract included in this Bid packet, will serve as the Contract to be executed upon award. All blank spaces in the forms must be correctly filled in where indicated. The TOTAL AMOUNT bid shall be stated in both WORDS and NUMERALS (page 9). In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his bid proposal correctly and in ink. If the bid proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the bid proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

Bid Proposal Guaranty

~~Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.~~

Delivery of Proposal

Each bid proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the Informal Bid packet before the time specified. Bid proposals received after the specified time shall be returned to the bidder unopened.

Withdrawal or Revision of Proposals

A bidder may withdraw or revise (by withdrawal of one bid proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the County in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the Informal Bid packet before the time specified for receipt of bids.

Disqualification of Bidders

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one bid proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
- (c) Failure to submit all the required official bid forms. All forms must contain original signatures.

Protests

Only other bidders submitting a bid proposal on this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Clerk of the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) 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) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

Safety and Loss Control

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement form.

Registered / Licensed

To be considered responsive, Contractors must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

AWARD AND EXECUTION OF CONTRACT

Consideration of Bid Proposals

After the bid proposals are opened they will be compared on the basis of the lump sum bid amount.

Until the award of a contract is made, the County reserves the right to reject any or all bid proposals; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall promote the County's best interests.

Award of Contract

The contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

Cancellation of Award

The County reserves the right to cancel the award without liability to the bidder, ~~except return of bid proposal guaranty~~, at any time before a contract has been fully executed by all parties and is approved by the County.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County ~~surety bond or~~ bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work, ***unless the successful bidder chooses not to take a payment draw***. The ~~surety and the form~~ of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the ~~surety bond or~~ bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. ***Note: The Performance and Payment bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

Execution of Contract

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County, along with the fully executed ~~surety bond or~~ bonds. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

Failure to Execute Contract

Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish acceptable ~~surety bond or~~ bonds within the 10-calendar-day period specified shall be just cause for cancellation of the award and ~~forfeiture of the bid proposal guaranty, not as a penalty, but as liquidation of damages to the County.~~

Payment

Gila County employs a "Net 15" payment term meaning that payment will be issued 15 days from the date Gila County receives the vendors invoice. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes.

If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- ~~Bid Bond~~
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract
- Contract Performance Bond-*Not Required if Contractor chooses not to take a payment draw*
- Labor and Materials Bond-*Not Required if Contractor chooses not to take a payment draw*
- Contract Performance Warranty

BIDDING SCHEDULE

**PROCESS, PLACE AND COMPACT AB MATERIAL
HOUSTON MESA ROAD PROJECT
GILA COUNTY, ARIZONA
Informal Bid Request 070214-1IBR**

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: InterMountain West Civil Const., Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 21,450

WRITTEN TOTAL CONTRACT PRICE

TWENTY-ONE THOUSAND FOUR-HUNDRED FIFTY Dollars

and NO Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

Note: If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM

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.

Informal Bid Request 070214-1IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

InterMountain West Civil Constructors, Inc.
PO Box 4444 Scottsdale, AZ 85261
602-888-0169

2. Has 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.
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.
4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's 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.
5. Contractor Experience Modifier (e-mod) Rating for AZ: 1.03
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.
6. Current Arizona Contractor License Number: 145649 Class A

Kyle Reese Randall
Signature of Authorized Representative
Kyle Reese Randall
Printed Name
President
Title


**GILA COUNTY
REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** City of Phoenix
Contact: Tony Humphrey
Phone: 602-495-2050
Address: 1034 E Madison St, Phoenix, AZ 85034
2. **Company:** ADOT- SS90101C
Contact: Lee Robertson
Phone: 928-681-6030
Address: 3664 E Andy Devine Ave, Kingman, AZ 86401
3. **Company:** ADOT- H865401C
Contact: John Halvarson
Phone: 602-769-5580
Address: 1651 W. Jackson St, Phoenix, AZ 85007
4. **Company:** Town of Gilbert
Contact: Jack Gierak
Phone: 480-227-6414
Address: 90 E Civic Center Dr, Gilbert, AZ 85296

InterMountain West Civil Constructors,
Name of Business Inc.

Signature of Authorized Representative
President
Title

**GILA COUNTY
SURETY (BID) BOND**

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

NOT REQUIRED FOR THIS BID

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

**Address, Attorney-in-Fact
Subscribed and sworn to before me**

This _____ day of _____, 2014

**My commission expires: _____
Notary Public**

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)

COUNTY OF: Maricopa)^{ss}

Kyle Reese Randall

(Name of Individual)

being first duly sworn, deposes and says:

That he/she is

President

(Title)

of InterMountain West Civil Constructors, Inc. and
(Name of Business)

That he/she is bidding on **Gila County Informal Bid Request 070214-1IBR PROCESS, PLACE AND COMPACT AB MATERIAL-HOUSTON MESA ROAD PROJECT, near Payson, AZ and,**

That neither he/she nor anyone associated with the said:

InterMountain West Civil Constructors, 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.

InterMountain West Civil Const. Inc.
Name of Business

By

PRESIDENT

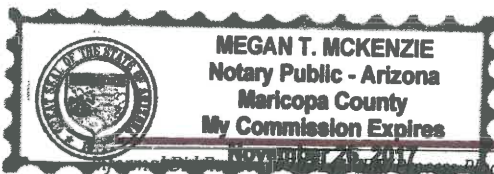
Title

Subscribed and sworn to before me this 21st day of July, 2014.

Megan T. McKenzie
Notary Public

My Commission expires:

November 26, 2017



GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **INFORMAL BID REQUEST 070214-1IBR, PROCESS, PLACE AND COMPACT AB MATERIAL-HOUSTON MESA ROAD PROJECT**, 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 Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number and ROC number.

☐ It is my intention to subcontract a portion of the work.

☒ It is not my intention to subcontract a portion of the work.

InterMountain West Civil Constructors
Name of Firm Inc.

[Signature]
By: (Signature)

President
Title

**GILA COUNTY
CONTRACT NO. 070214-1IBR**

THIS AGREEMENT, made and entered into this 22ND day of JULY, 2014, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and JMWCC of the City of MESA, State of Arizona, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 070214-1IBR, PROCESS, PLACE AND COMPACT AB MATERIAL-HOUSTON MESA ROAD PROJECT:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "~~Surety Bond~~", "Contract Performance Warranty", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

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:

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) \$1,000,000

- 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, 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:

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 Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 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.

All certificates required by this Contract shall be sent directly to Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ. 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.

CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. 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.

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 Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor 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 Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 Contractor 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, Contractor 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, as soon as possible so as not to delay project completion.

Contractor 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 Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 21,450.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

InterMountain West Civil Constructors, Inc.

Contracting Company Name

[Signature]
Authorized Representative Signature

Kyle Reese Randall

Print Name

GILA COUNTY:

[Signature] - for Don E. McDaniel
Don E. McDaniel, Jr., County Manager

7/22/2014
Date

CONTRACT PERFORMANCE WARRANTY

I, _____, representing
_____ (company name)

do hereby warranty the work performed for the:

**PROCESS, PLACE AND COMPACT AB MATERIAL-HOUSTON MESA ROAD PROJECT-near PAYSON,
AZ**

for a period of **two years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

(Officer, Partner, Owner)

Date

**STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,

and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **PROCESS, PLACE AND COMPACT AB MATERIAL-HOUSTON MESA ROAD PROJECT**, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal Seal

By:

Surety Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND
PURSAANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

and _____, (hereinafter called the Principal), as Principal,

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **PROCESS, PLACE AND COMPACT AB MATERIAL-HOUSTON MESA ROAD PROJECT**, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____

Principal Seal

By: _____

Surety Seal

By: _____

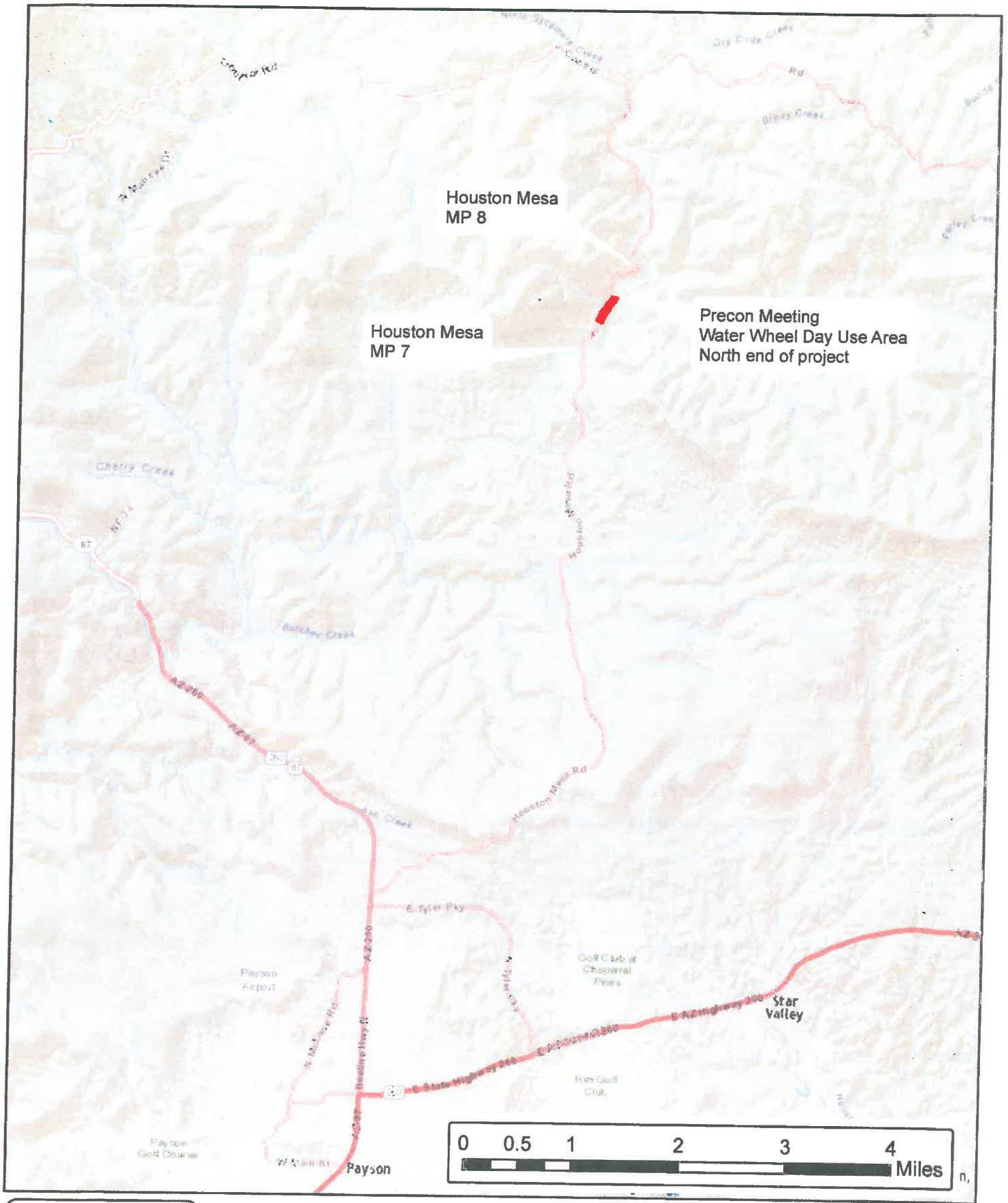
Agency of Record

Agency Address _____


Arizona Countersignature _____

Address _____

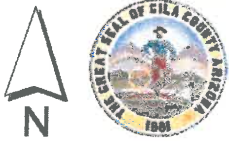
Phone Number _____



Legend

 Proj Location

**Water Wheel Hill
Maintenance Project**





ADDENDUM NO. 1

The following amendments are hereby incorporated into the bid documents for the below stated project:

July 21, 2014

**Informal Bid Request No. 070214-1IBR
Process, Place and Compact AB Material
Houston Mesa Road Project**

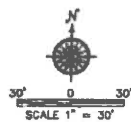
The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Informal Bid Request No. 070214-1IBR Process, Place and Compact AB Material for Houston Mesa Road Project.

This Addendum includes eight (8) pages.

The Contractor is to acknowledge receipt of this Addendum No. 1 on Attachment "A", Checklist and Addenda Acknowledgement, which is included with this Addendum and hereby incorporated to be an integral part of the bid documents.

1. The Contractor bidding on the installation of the AB material must include the subgrade excavation, preparation, and hauling of excess sub grade material.
2. The attached map shows the location of the Beaver Valley Material Pit, which will have a designated area to be used for staging of equipment and stockpiling of excess sub grade material.
3. The attached map shows the water source that Gila County has been authorized to use.
4. Survey information is attached.
5. The entire project will have a 2% crown. The super in the radius has been eliminated.
6. Attachment "A", Checklist and Addenda Acknowledgement is included and this Addendum No. 1 and is incorporated to be an integral part of the bidding documents.

This concludes Addendum No. 1



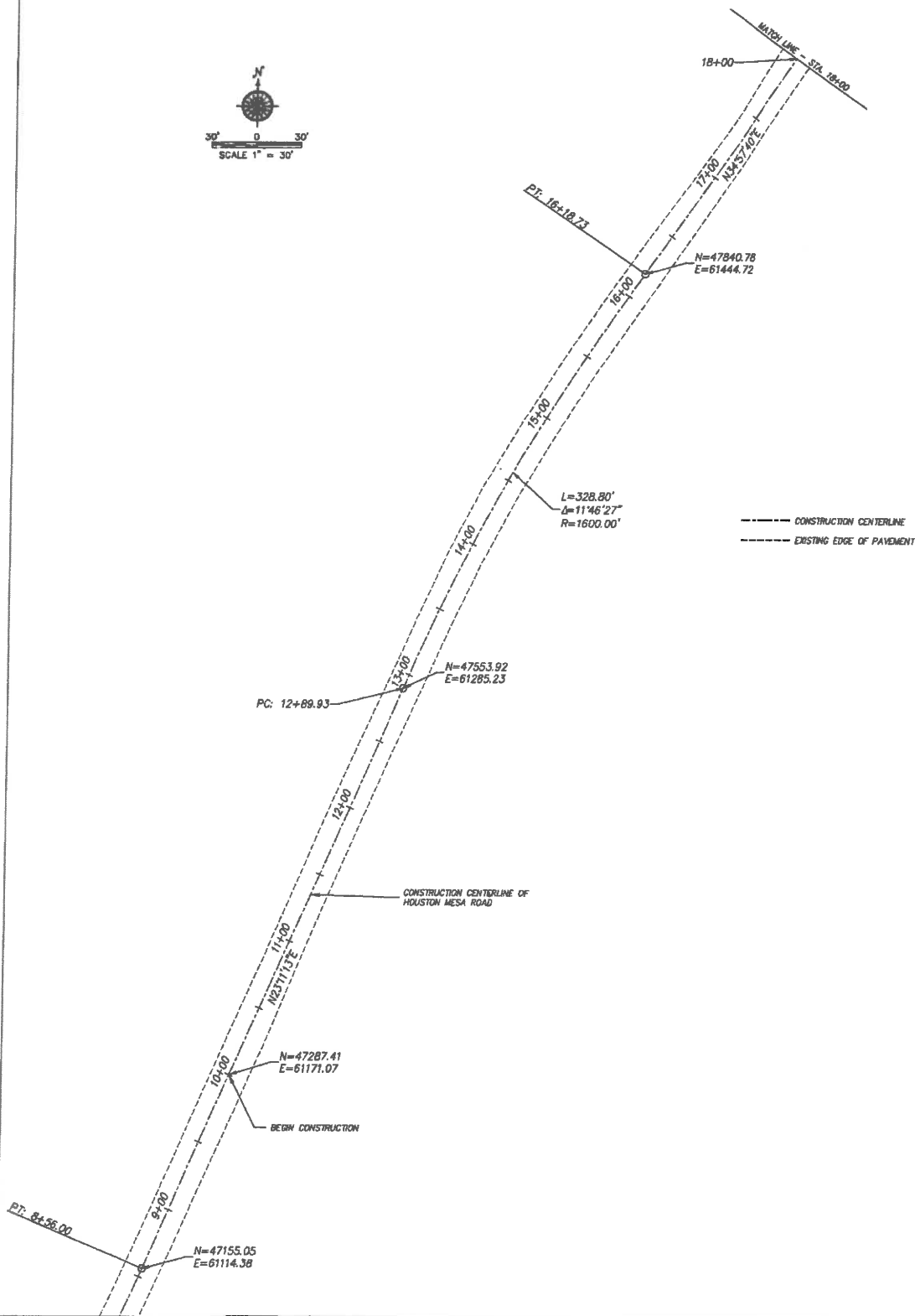
CLIA COUNTY
PUBLIC WORKS DIVISION

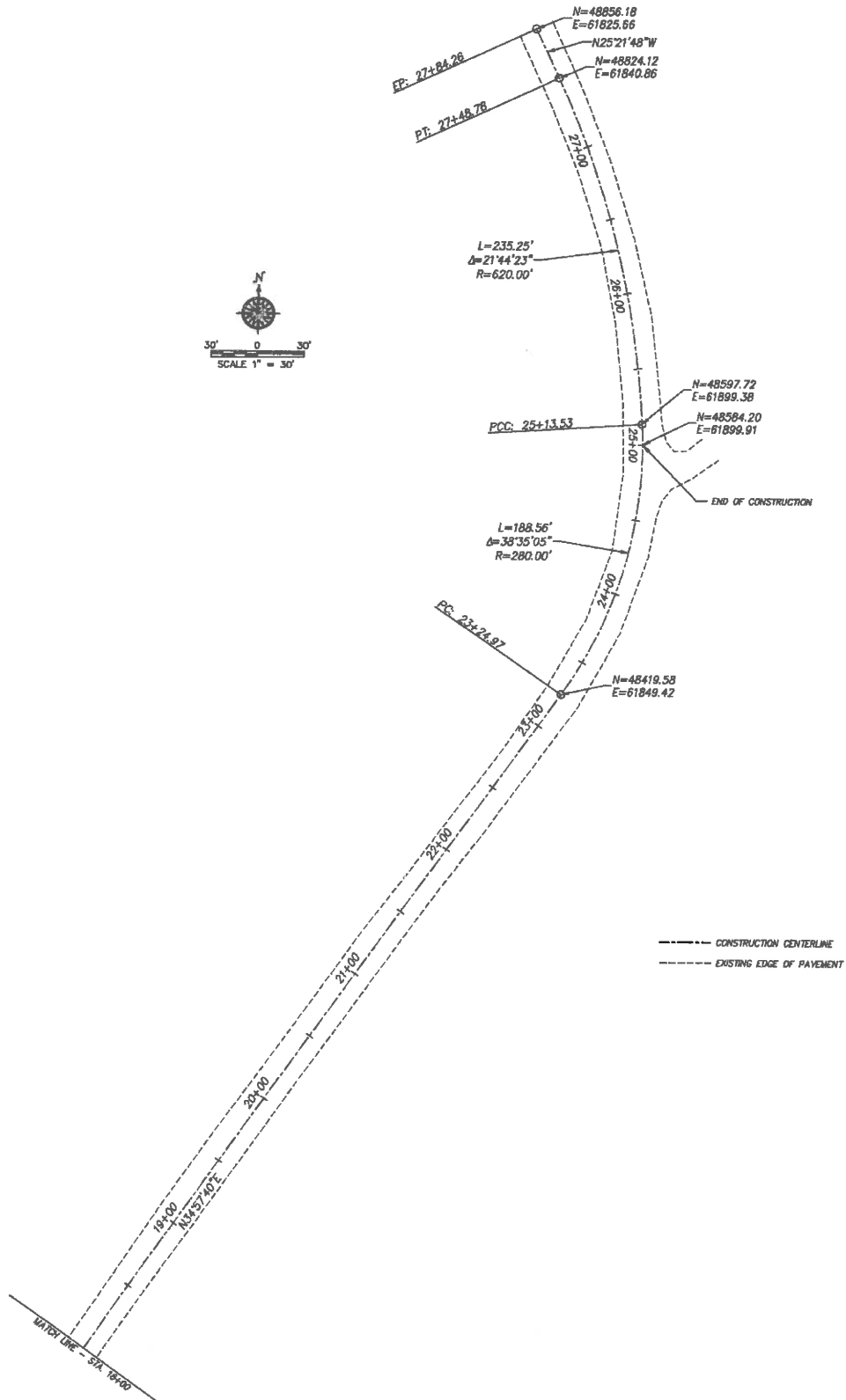
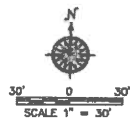
HOUSTON MESA ROAD

PLAN SHEET

DATE: 07-16-2014
DRAWN BY: BMS
CHECKED BY: BMS
SCALE: 1" = 30'

SHEET 1 OF 2



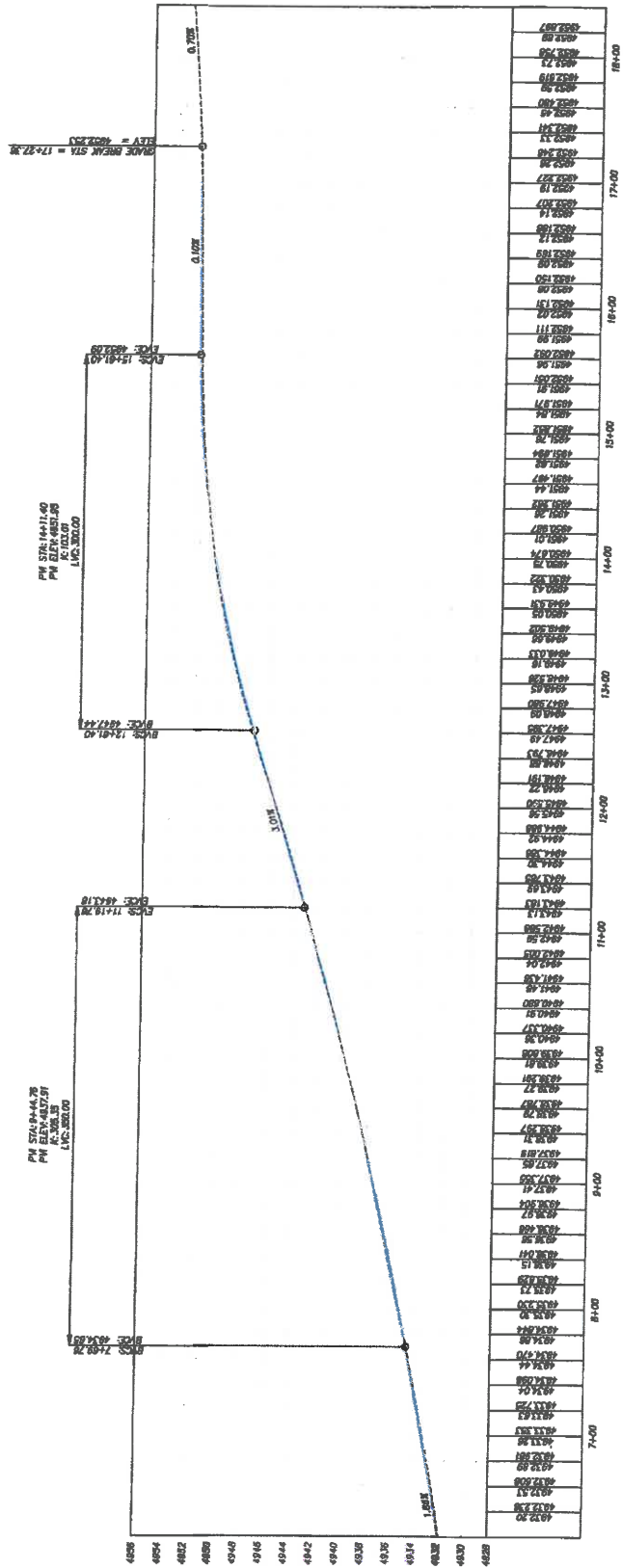


GILA COUNTY		PLAN SHEET	000000-00	SHEET 2 OF 2
PUBLIC WORKS DIVISION		HOUSTON MESA ROAD	DATE: 07-10-2014	JOB NO: 622804-10
DRAWN BY: BAC	SCALE: 1" = 30'			

GILA COUNTY
PUBLIC WORKS DIVISION
AUSTON MESA ROAD

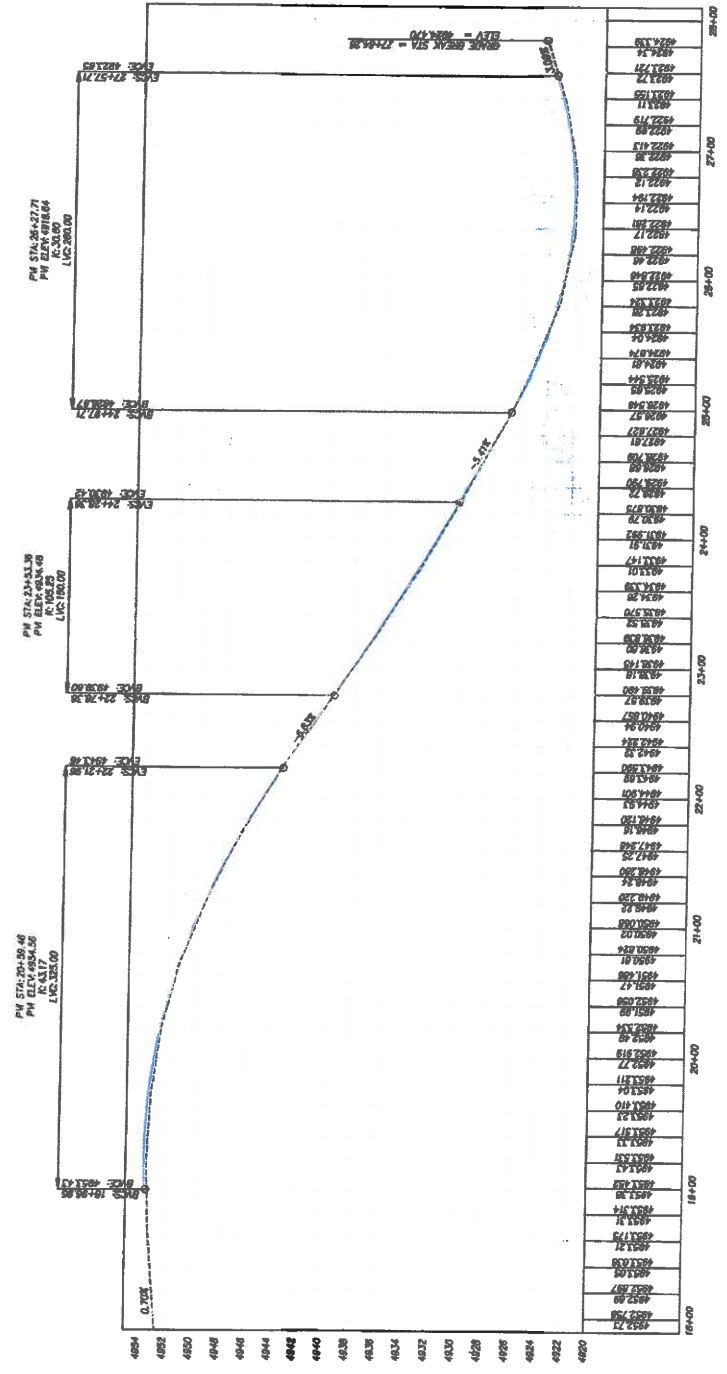
DATE	BY	APP'D	DATE
01-10-2014	DAVE	01-10-2014	DAVE
02-04-2014	DAVE	02-04-2014	DAVE

PROFILE VIEW
SHEET 1 OF 2



EXISTING GROUND
FINISHED GRADE LINE

GILA COUNTY		SHEET 1 OF 2	
PUBLIC WORKS DIVISION		DATE: 01-04-2014	
HOUSTON MESA ROAD		DRAWN BY: GCS	
PROJECT: NEW		JOB NO: 00504-10	
		SHEET: 1 OF 2	

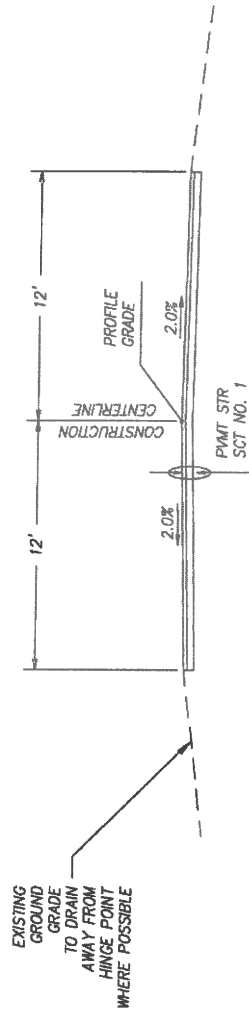


EXISTING GROUND
FINISHED GRADE LINE

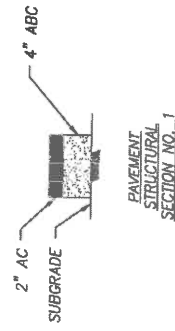
PM STA: 26+27.71
PW ELEV: 4816.64
L/C: 280.00

PM STA: 24+33.38
PW ELEV: 4816.64
L/C: 280.00

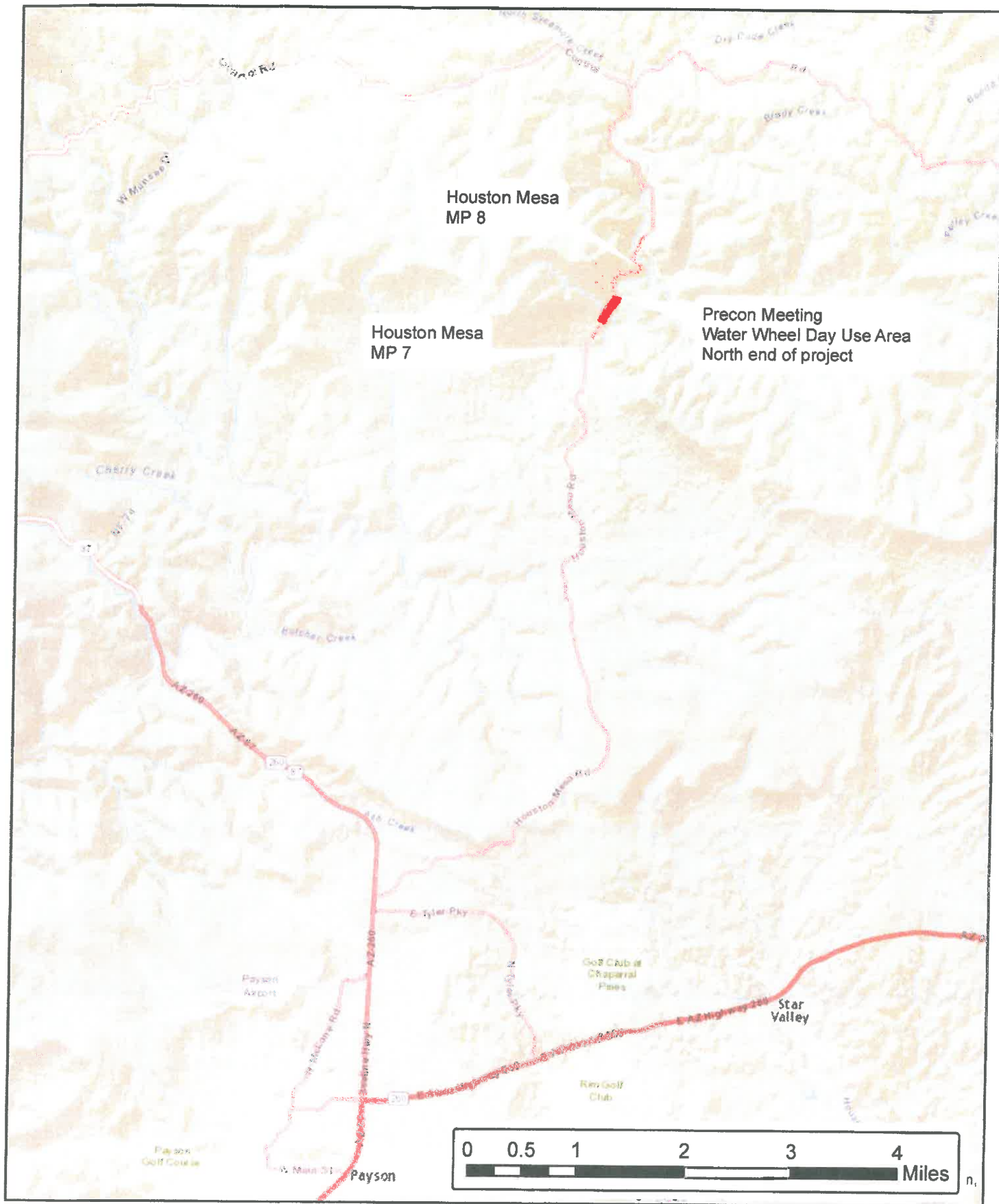
PM STA: 20+10.48
PW ELEV: 4816.64
L/C: 280.00



TYPICAL SECTION



GILA COUNTY		PUBLIC WORKS DIVISION	
AVULSTON MESA ROAD		TYPICAL SECTION/DESIGN SHEET	
DESIGNED BY: SWS	DATE: 05-27-2014	PROJECT NO: 00389-10	SHEET 1 OF 1



Legend

 Proj Location

Water Wheel Hill Maintenance Project



ATTACHMENT "A"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

INFORMAL BID REQUEST NO. 070214-1IBR

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Informal Bid Request. If Contractor fails to complete and/or execute any portion of the Bid Documents, this IFBR will be determined to be "non-responsive" and rejected.

CHECKLIST:**REQUIRED DOCUMENT****COMPLETED / EXECUTED**

Offer & Contract Award (Pages 15-19)

✓

Qualification & Certification Form (Page 10)

✓

Bidding Schedule (Page 9)

✓

References (Page 11)

✓

Non-Collusion Affidavit (Page 13)

✓

Intentions Concerning Subcontractors (Page 14)

✓

Checklist and Addenda Acknowledgment (Attachment A)

✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>KR</u>	_____	_____	_____	_____
Date	<u>7/21/14</u>	_____	_____	_____	_____

Signed and dated this 21 day of JULY, 2014

INTER MOUNTAIN WEST. CIVIL CONST., INC.
CONTRACTOR:
BY: [Signature]

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: **Offeror Name, Informal Bid No. 070214-1IBR Process, Place and Compact AB Material for Houston Mesa Road project, Date 7-22-14, 10:00 A.M.** All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ, on or before July 22, 2014, 10:00 A.M.

BIDDING SCHEDULE

**MILLING OF EXISTING ASPHALT
HOUSTON MESA ROAD PROJECT
GILA COUNTY, ARIZONA**

Informal Bid Request 070214IBR

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: WSP, INC.

TOTAL CONTRACT PRICE, for the sum of \$ 13,385.00

WRITTEN TOTAL CONTRACT PRICE

THIRTEEN THOUSAND THREE HUNDRED EIGHTY FIVE Dollars

and ZERO Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

Note: If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM

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.

Informal Bid Request 070214IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

WSP, INC.

7777 NORTH 70TH AVENUE GLENDALE, AZ 85303

623-434-5050

2. Has 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.
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.
4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's 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.
5. **Contractor Experience Modifier (e-mod) Rating for AZ:** .79
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.
6. **Current Arizona Contractor License Number:** ROC072387 A



Signature of Authorized Representative

BRIAN GALLIMORE

Printed Name

PRESIDENT

Title

GILA COUNTY
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** FNF CONSTRUCTION
Contact: MARTIN RAMIREZ
Phone: 602-619-5181
Address: 115 S. 48TH ST TEMPE, AZ 85281

2. **Company:** COMBS CONSTRUCTION
Contact: STEVE HAWS
Phone: 602-920-9295
Address: P.O. BOX 10789 GLENDALE, AZ 85318

3. **Company:** AMES CONSTRUCTION
Contact: JERRY MILLER
Phone: 602-540-0139
Address: 8333 E. HARTFORD DR SCOTTSDALE, AZ 85255

4. **Company:** M.R. TANNER CONSTRUCTION
Contact: KEVIN DAY
Phone: 602-809-5393
Address: 1327 W. SAN PEDRO STREET GILBERT, AZ 85233

WSP, INC.

Name of Business



Signature of Authorized Representative

PRESIDENT

Title

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

WSP, INC.
(Name of Individual)
being first duly sworn, deposes and says:

That he/she is
PRESIDENT
(Title)

of WSP, INC. and
(Name of Business)

That he/she is bidding on Gila County Informal Bid Request 070214IBR MILLING OF EXISTING ASPHALT-HOUSTON MESA ROAD PROJECT, near PAYSON, AZ and,

That neither he/she nor anyone associated with the said:

WSP, 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.

WSP, INC.
Name of Business
[Signature]
By
PRESIDENT
Title

Subscribed and sworn to before me this 21 day of July, 2014.

Jamie Williams

Notary Public



My Commission expires:

August 22, 2015

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **INFORMAL BID REQUEST 070214IBR, MILLING OF EXISTING ASPHALT-HOUSTON MESA ROAD PROJECT**, 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 Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number and ROC number.

- ☐ It is my intention to subcontract a portion of the work.
- ☒ It is not my intention to subcontract a portion of the work.

WSP, INC.

Name of Firm



By: (Signature)

PRESIDENT

Title

GILA COUNTY
CONTRACT NO. 070214IBR

THIS AGREEMENT, made and entered into this 22 day of JULY, 2014, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and WSP, INC. of the City of GLENDAL, State of ARIZONA, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 070214IBR, MILLING OF EXISTING ASPHALT-HOUSTON MESA ROAD PROJECT:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Surety Bond", "Contract Performance Warranty", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

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:

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)	\$1,000,000
-----------------------------	-------------

- 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, 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:

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 Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 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.

All certificates required by this Contract shall be sent directly to Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ. 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.

CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. 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.

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 Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor 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 Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 Contractor 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, Contractor 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, as soon as possible so as not to delay project completion.

Contractor 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 Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 13,385.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

WSP, INC.


Contracting Company Name


Authorized Representative Signature

BRIAN GALLIMORE

Print Name

GILA COUNTY:


Don E. McDaniel, Jr., County Manager

Date

7/22/2014

CONTRACT PERFORMANCE WARRANTY


I, BRIAN GALLIMORE, representing
WSP, INC. (company name)

do hereby warranty the work performed for the:

MILLING OF EXISTING ASPHALT-HOUSTON MESA ROAD PROJECT-near Payson, AZ

for a period of two years from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.


(Officer, Partner, Owner)

07/22/2014

Date _____

**AGREEMENT NO. 071614
BETWEEN
GILA COUNTY
AND
PAYSON RODEO COMMITTEE, INC.**

This is an agreement between Gila County, hereinafter referred to as the **County** and the Payson Rodeo Committee, Inc., hereinafter referred to as the **Organization**:

1. Purpose and Scope

The Payson Rodeo Committee, Inc. is a charitable, non-profit Organization for the benefit of residents of the Payson area and surrounding communities. They are a 501(c)(3) Organization registered with the Arizona Corporation Commission and maintain a federal tax exempt status. The Organization supports activities in the Payson area and sponsors Scholarships for senior high school students, as well as provides contributions to the breast cancer support groups and veteran support groups in the area.

The County will provide to the Organization an economic development grant of \$8,800. The purpose of these funds will be for economic development activity which is operated and maintained within the boundaries of the County and has been determined to be for the benefit of the public per A.R.S. § 11_254 and A.R.S. § 11_254.04.

The Organization fully understands that the contributions provided by the County shall be used for economic development in providing financial assistance for promoting "The World's Oldest Continuous" Rodeo. The Rodeo serves to increase the Town of Payson revenue by an estimated \$1,000,000 each year. During the rodeo, Payson hotel occupancy rates are at 98% to full capacity. This means all of the travelers will be spending money on food and drink, as well as fuel.

The rodeo turns around and pours all proceeds back into the community through scholarships and contributions.

2. Term

This agreement will be satisfied when the Organization has provided the County with documentation that the economic development grant has been used to assist in the promotion of "The World's Oldest Continuous" Rodeo through advertising throughout the Phoenix/Scottsdale metro area..

3. General Terms and Conditions

Legal Arizona Workers Act Compliance: The Organization hereby warrants that it will at all times during the life of this agreement comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The Organization shall further ensure that each subcontractor who performs any work for the Organization under this contract likewise complies with the State and Federal Immigration Laws. The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of the Organization'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. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Organization 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 as soon as possible so as not to delay project completion. The Organization shall advise each subcontractor of the 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 the County may inspect the Subcontractor's books and records to insure that the 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."

Notices & Demands: All notices or demands upon the Parties shall be in writing and sent to:

Payson Rodeo Committee, Inc.
Bill Armstrong, Rodeo Boss
P.O. Box 937
Payson, Arizona 85547
Tax ID No.: 86-0665621

Gila County
Tommie C. Martin, Supervisor, District I
610 E. Highway 260
Payson, Arizona 85541

4. Indemnification

The Organization 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 the Organization 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 the Organization 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 the Organization from and against any and all claims. It is agreed that the Organization 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 Organization 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 Organization for the County.

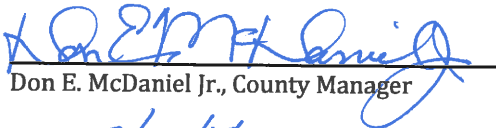
5. Cancellation

This agreement is subject to the cancellation provisions of A.R.S. §38-511.

6. Entire Agreement

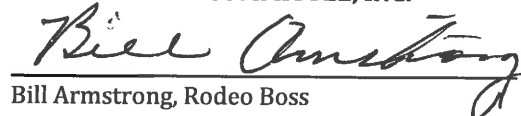
Except as expressly provided otherwise herein, the Agreement represents the entire agreement between the parties.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 7/30/14

PAYSON RODEO COMMITTEE, INC.


Bill Armstrong, Rodeo Boss

Date: 7-16-14

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

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

John D. Marcand, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 052314
Security Gate for Courthouse 2nd Floor Security Area

THIS AGREEMENT, made and entered into this 30th day of JULY, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Miner Docks, Doors & More, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, 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 agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the scope of work below and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the County Facilities Manager or designee.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 052314, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 052314, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement No. 052314, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor 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 Contractor 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 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 Contractor from and against any and all claims. It is agreed that Contractor 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 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.

ARTICLE 4 - 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 and Contractor is free to purchase 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.

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 Contractor".

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, Contractor 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 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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or 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.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. 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.

ARTICLE 5 - 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 Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor 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 Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 Contractor 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, Contractor 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 as soon as possible so as not to delay project completion.

Contractor 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 Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. 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.

ARTICLE 7-WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods

or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the 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.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 3,842.00 for completion of the project as outlined in Article 1 - Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 052314 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

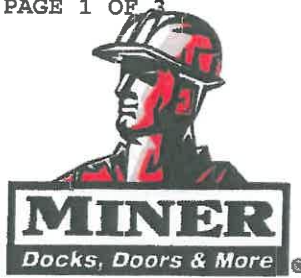
Date: 7/30/14

Miner Docks, Doors & More


Signature

Brad Wicks
Print Name

Proposal



Done Right. Right Now.

Date: March 6, 2014

PREPARED FOR:

Gila County
928-402-4259
Project: Gila County Courthouse Security
Entrance

PREPARED BY:

Brandon Park
2848 N. Omaha
Mesa, AZ 85215
Office: 480-497-6464
Cell: 602-524-0911
bpark@minercorp.com

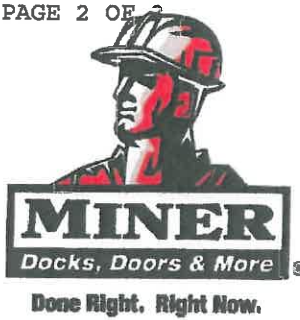
CORNELL IRON WORKS MODEL ESG10 SECURITY GRILLE

DESIGN BENEFITS

- ☒ Aluminum curtain with 9" link spacing
- ☒ Aluminum extruded track member guide
- ☒ Face of wall mount to existing structure
- ☒ Bronze Anodized finish on guides curtain and bottom bar
- ☒ Center cylinder lock operable coil & fascia side with IC core
- ☒ Manual push up operation



Proposal



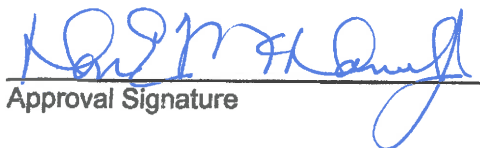
Date: March 6, 2014

PRICING

Qty	Size	Description	Unit Price	Qty Price
1	8' x 7'-4"	Cornell Iron Works rolling grille	\$3842.00	\$3842.00
1	Above	Mechanical Installation	<i>Included</i>	<i>Included</i>
1	Above	Shipping & Handling	<i>Included</i>	<i>Included</i>
TOTAL (plus tax)				\$3842.00

Exclusions: Removal of existing doors, permits, sales tax and special hours of operation.

CUSTOMER ACCEPTANCE


Approval Signature

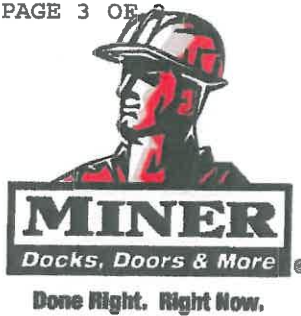
Don E. McDaniel, Jr./County Manager

Printed Name

PO#


Date

Proposal



Date: March 6, 2014

Terms & Conditions:

Unless otherwise stated in writing, the following terms and conditions of sale become a part of the proposal. "Company" refers to The Miner Corporation.

1. PRICES

- Are firm for acceptance within 30 days from the date of quotation, provided quotation is for production and for shipment of equipment within 16 weeks from the date of quotation.
- Are subject to increase equal in amount to any tax Company may be required to collect or pay on the sale.
- Are subject to any price increase resulting from Buyer requested changes in the equipment or changes in the production schedule.
- Are subject to increase due to surcharges or price increases by manufacturers prior to shipment.

2. SHIPMENT

Shipment is F.O.B. from place of manufacture. Buyer shall bear all costs of freight and insurance in connection with delivery. Upon request of Buyer, Company may prepay freight and insurance charges on behalf of Buyer and bill such charges to Buyer. In either event, risk of loss or damage in transit passes to Buyer upon *delivery to carrier*.

3. DELIVERY

- The Company will endeavor to secure shipment of orders as scheduled. However, all shipment dates are approximate only, and the Company reserves the right to readjust shipment schedules.
- Under no circumstances will the Company be responsible or incur any liability for costs or damages of any nature (whether general, consequential as a penalty or liquidated damages, or otherwise) arising out of or owing to (1) delays in delivery or (2) failure to make delivery at agreed or specified times due to circumstances beyond its reasonable control.
- If delivery is refused or shipment is suspended by Buyer, Buyer shall pay (1) Company's invoice for Equipment as per payout terms, (2) Company's handling and storage charges, and (3) demurrage charges.

4. CANCELLATION

Buyer cannot cancel orders placed with the Company except with the Company's expressed written consent, and upon terms and payment to the Company indemnifying the Company against loss, including but not limited to expenses incurred and commitments made by the Company. Cancellation will be a minimum of 25% of the total Contract Sum.

5. CONCEALED OR UNKNOWN

Concealed or unknown conditions below the surface of the ground or in an existing structure may be encountered that differ materially from those recognized as inherently part of the contract. In the event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.

6. PERFORMANCE REQUIREMENTS

The equipment furnished under the contract will be as stated, and Buyer has selected same based on the specification (type, amount, source end products, and intended use of Buyer) of the material to be handled or processed by Buyer and the Local, State and Federal Regulations in existence on the date of the Proposed Contract. Changes in the equipment requirements may result from matters determined by surveys, studies, approvals, and permits or from changes in the material specification by Buyer or from changes in the Local, State, and Federal Regulations. In this event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.

7. INFORMATION AND SERVICE REQUIRED OF THE BUYER

- The Buyer shall furnish all necessary surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and legal description of the site.
- The Buyer shall secure and pay for all necessary surveys, studies, approvals, easements, assessments, notices, and permits required for the construction and use of permanent structures or for permanent changes to existing facilities.
- Information or services under the Buyer's control shall be furnished by the Buyer with reasonable promptness to avoid delay in the orderly progress of the work.
- Roof or wall openings, flashing, and counter flashing shall be furnished by the Buyer.
- Electric, water, steam, fuel, compressed air, storm/sanitary drain, and other utility sources or connections shall be furnished by the Buyer.
- Labor and material required to make connection between the equipment furnished under the contract and the utilities shall be provided by the Buyer.
- Labor and material required to make field connections between equipment components (except reconnection of items dismantled for shipment) shall be provided by the buyer.
- Site access and site conditions to allow for unimpeded use of installation equipment is the responsibility of the Buyer.
- The Buyer shall secure and pay for all testing required by Local, State, and Federal Regulations

8. SERVICE WARRANTY

Company warrants all service performed hereunder to be performed in a workmanlike manner and free from defects in workmanship upon completion. Company's obligation and Buyer's sole remedy, hereunder shall be limited to repair by Company of any defects discovered and reported in writing to company within 90 days after completion of services hereunder, without charge to Buyer, or (at Company's option) return of the contract price for such defective devices.

9. EQUIPMENT AND PARTS WARRANTY

Company's obligation, and Buyer's sole remedy relative to equipment and parts warranty by manufacturers thereof, is to secure manufacturer's warranty on behalf of Buyer, and assist Buyer in the presentation of any warranty claim, but Company makes no warranty in addition thereto.

10. ACCEPTANCE AND GOVERNING PROVISIONS

This writing constitutes an offer by the Company to sell products and/or services described herein and expires upon written notice or thirty (30) days from this date, whichever occurs first. This offer is, however, entirely contingent upon acceptance by Company's supplier of a corresponding purchase order from Company. Acceptance of this offer is limited to the terms and conditions hereof, and any such other matter in buyer's forms or correspondence shall not become part hereof and same shall not be binding upon Company unless agreed to in writing, signed by an Officer of the Company. When accepted by Buyer, this writing shall constitute the entire agreement between Company and Buyer on the subject hereof, except as amended by a writing signed by Company. This offer and any agreement arising out of it shall be governed by and construed in accordance with the internal laws of the State of Texas.

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 071114

PORTABLE TOILET SERVICE

COPPER ROADS

THIS AGREEMENT, made and entered into this 30th day of JULY, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DJ's Companies, Inc., of the City of Claypool, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, 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 agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" Rate sheet, "Gila County Consolidated Roads" to Service Agreement 071114 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 071114 by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement 071114, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor 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 Contractor 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 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 Contractor from and against any and all claims. It is agreed that Contractor 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 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.

ARTICLE 4 - 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 and Contractor is free to purchase 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.

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 Contractor".

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, Contractor 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 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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or 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.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. 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.

ARTICLE 5 - 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 Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor 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 Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 Contractor 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, Contractor 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 as soon as possible so as not to delay project completion.

Contractor 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 Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. 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.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the 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.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$2,852.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

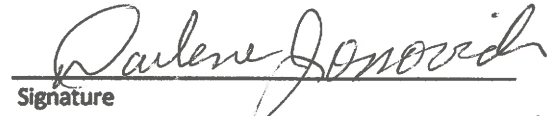
IN WITNESS WHEREOF, Service Agreement No. 071114 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 7/30/14

DJ'S COMPANIES, INC.


Signature

Darlene Sonovich
Print Name

DJ's Companies, Inc.

PO Box 1810 Claypool, AZ 85532

Phone (928) 425-0602
Fax (928) 425-0332Licensed ♦ Bonded ♦ Insured
Residential ♦ Industrial ♦ Commercial

June 27, 2014

Gila County Finance
1400 E. Ash Street
Globe, AZ 85501

Attn: Betty Hurst,

Cc: Jeannie Sgroi,

Subject: Portable toilets,


Gila County Landfill (2- DJ's portable toilets on site)

- | | |
|--|--------------------------------|
| (1) Portable toilet with once a week service | \$70.00 per unit for the month |
| (2) Town of Miami waste water dump fees | 4.00 per unit for the month |

Gila County Consolidated Roads (Gila County portable toilets on trailers they own)

- | | |
|--|-----------------------------------|
| (1) Servicing of (Gila County's) portable toilet on wheels | \$45.00 per unit per each service |
| (2) Town of Miami waste water dump fees | 1.00 per unit per each service |

Thank you for the opportunity to bid on these units. If you have any questions, please feel free to call Darlene (928) 425-0602.



Darlene Jonovich
DJ's Companies, Inc.

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 071114-1

PORTABLE TOILET SERVICE

RUSSELL GULCH LANDFILL

THIS AGREEMENT, made and entered into this 30th day of JULY, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DJ's Companies, Inc., of the City of Claypool, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, 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 agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Landfill Management** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" Rate sheet, "Gila County Landfill" to Service Agreement 071114-1 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 071114-1 by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement 071114-1, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor 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 Contractor 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 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 Contractor from and against any and all claims. It is agreed that Contractor 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 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.

ARTICLE 4 - 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 and Contractor is free to purchase 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.

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 Contractor".

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, Contractor 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 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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or 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.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgrol@gilacountyaz.gov. 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.

ARTICLE 5 - 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 Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor 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 Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 Contractor 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, Contractor 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 as soon as possible so as not to delay project completion.

Contractor 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 Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. 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.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the 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.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$1,776.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

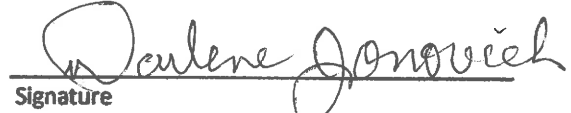
IN WITNESS WHEREOF, Service Agreement No. 071114-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 7/30/14

DJ'S COMPANIES, INC.


Signature

Darlene Sonovich
Print Name

DJ's Companies, Inc.
PO Box 1810 Claypool, AZ 85532Phone (928) 425-0602
Fax (928) 425-0332Licensed ♦ Bonded ♦ Insured
Residential ♦ Industrial ♦ Commercial

June 27, 2014

Gila County Finance
1400 E. Ash Street
Globe, AZ 85501

Attn: Betty Hurst,

Cc: Jeannie Sgroi,

Subject: Portable toilets,


Gila County Landfill (2- DJ's portable toilets on site)

- | | |
|--|--------------------------------|
| (1) Portable toilet with once a week service | \$70.00 per unit for the month |
| (2) Town of Miami waste water dump fees | 4.00 per unit for the month |

Gila County Consolidated Roads (Gila County portable toilets on trailers they own)

- | | |
|--|-----------------------------------|
| (1) Servicing of (Gila County's) portable toilet on wheels | \$45.00 per unit per each service |
| (2) Town of Miami waste water dump fees | 1.00 per unit per each service |

Thank you for the opportunity to bid on these units. If you have any questions, please feel free to call Darlene (928) 425-0602.


Darlene Jonovich
DJ's Companies, Inc.



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

LIMITED SERVICES CONTRACT POLYGRAPH TESTING

ADVANCE FORENSIC ASSESSMENTS, INC.

Effective July 1, 2013, Gila County and Advance Forensic Assessments, Inc. entered into a contract whereby Advance Forensic Assessments, Inc. agreed to provide Polygraph Testing as requested by the Gila County Superior Court. Per Section 1.1, TERM OF CONTRACT, the contract period may be renewed by Gila County, for three (3) additional one (1) year periods.

The contract expires June 30, 2014. The parties hereby agree to exercise the renewal option and agree to extend the contract term for one (1) year from July 1, 2014, to June 30, 2015.

Amendment No. 1 will serve to extend the contract period from July 1, 2014 to June 30, 2015.

Contractor will continue to bill for services pursuant to Section 3.1, PRICING AND PAYMENT TERMS, of the original contract, but in no event shall charges for the July 1, 2014 to June 30, 2015 extension exceed \$35,000.00, without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) 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 this 30 day of JULY, 2014.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

ADVANCE FORENSIC ASSESSMENTS, INC.


Authorized Signature



June 1, 2014

Michael O'Driscoll, Director
Gila County Emergency Services
5515 S. Apache Ave, Ste 400
Globe, AZ 85501

Radio Communications Maintenance Agreement

The agreement provides maintenance, repair and/or replacement service of repeater radio equipment located at Globe, Arizona. This agreement covers the period from June 1, 2014 through May 31, 2015. Attachment "A" is a binding part of this agreement as set forth herein. The cost is based on the number of radio communications units in service at the monthly rates per the attached schedule dated 6/1/2014(see M/A Contract attachment). This agreement includes on-site service covering all parts and labor for repeater listed and will be provided on site seven days a week, twenty-four hours a day.

Installations and removals are not included within this agreement, however, will be provided at the prevailing contract rates and billed separately.

This agreement does not cover portable radio batteries, transmission line, radio station/repeater antennas, radio installation, radio removal or radio programming except for program review/change performed during annual maintenance check.

In consideration of the Radio Communications Maintenance Agreement, Gila County Emergency Services will pay Canyon State Wireless the following amount.

Monthly: \$345.00

Annually: \$4140.00

Lori Pitts
Vice President
Canyon State Wireless

7-14-14

Date

County Manager
Gila County

7/30/14
Date



ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. Relationship to Parties

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause

Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

F. Hold Harmless/Indemnification Clause

Contractor 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 Contractor 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 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 Contractor from and against any and all claims. It is agreed that the Contractor 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 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.

G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral provision in conflict with this Contract shall have any force or effect.

H. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Governing Law

Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

K. 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 Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor 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 Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 Contractor 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, Contractor 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 as soon as possible so as not to delay project completion.

Contractor 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 Contractor.

L. Warranty

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

Jim Rite
Canyon State Wireless

VP
Title

7-14-14
Date

1. **Definitions.** For the purpose of brevity and uniformity all references to Shores Communications in this agreement will be construed to mean Canyon State Wireless, Inc., an Arizona Corporation. All references to Licensee shall be construed as meaning and applying to FCC Licensee, or the User, or the Purchaser of the equipment to be serviced by the terms of this agreement.
2. **Work.** Canyon State Wireless (herein called CSW) agrees to provide service for the Licensee of the equipment described on the Maintenance Contract beginning and ending on the dates indicated if the Licensee makes the payments specified. Mobile units will be removed and reinstalled in different vehicles at Licensee's request at the prices prevailing at the time. This agreement does not include service of any batteries, transmission line, antenna, tower or tower lighting, unless such work is described on the reverse side to this agreement. Such service may be furnished upon request at mileage, material, and labor rates prevailing at the time of each call. Service shall include the labor and parts required to repair equipment that has become defective through normal wear and usage. Service does not include the repair or replacement of equipment, which has otherwise become defective, including, but not limited to, damage caused by the accidents, physical abuse or misuse of the equipment, acts of God (such as but not limited to: lightning, flood, etc.), and fires. Upon receipt of a written request from Licensee, CSW will maintain units identical with any units covered by this agreement for the same monthly service fees and on the same terms and conditions set forth herein. In the event of loss, damage, theft or removal from service of any units the Licensee shall immediately report said loss, damage or theft or removal to CSW. In this event Licensee's obligation to pay service fees with respect thereto shall terminate at the end of the month in which CSW receives said report.
3. **Service Standards.** The equipment will be serviced by CSW or its preapproved subcontractor in accordance with these standards; (i) CSW parts or parts of equal quality will be used; (ii) oil, water, dust and foreign substances will be removed from the equipment (iii) the equipment will not be subject to mechanical abuse; (iv) the equipment will be serviced at levels necessary to provide the required communications; (v) routine service procedures prescribed from time to time by CSW for its equipment will be followed and (vi) all service work will be done by a qualified person or agency. The equipment will be inspected, adjusted periodically and as often as required.
4. **Time and place of service work.** Service work on the base stations and other fixed equipment shall be performed at the location of the equipment, and the Licensee shall furnish heat, light and power at these locations. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the attached Maintenance Contract. The Licensee shall give the CSW Service Station at least one days notice prior to delivery of a mobile unit for reinstallation.
5. **Payment.** On or about the date each payment is due as set forth on the attached Maintenance Contract, CSW will send the Licensee an invoice covering the monthly service fees for the next Payment Period plus all other charges for the preceding Payment Period, and the Licensee shall pay the amount of said invoice within twenty (20) days of its date to CSW at the CSW Area Office. Each invoice shall be due and payable whether or not the equipment is operating, and CSW may terminate this agreement by giving the Licensee thirty (30) days notice by certified mail if the Licensee defaults in its payment to CSW. The Licensee shall reimburse CSW for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed the authority of a Federal, State or local law, rule or regulation with respect to the service of

- the equipment except Federal income and profits taxes of CSW and State income and franchise taxes of CSW.
6. **Revision of fees.** After the "Date Service Ends" indicated on attached Maintenance Contract, CSW may revise the monthly service fees giving the Licensee written notice of the amount of the increase as indicated on the updated Maintenance Contract. Upon receipt of any such notice, Licensee will accept and agree any changes by making the payment in accordance with the CSW invoice. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable forthwith.
7. **Right to subcontract.** CSW shall have the right to subcontract in whole or in part the service work called for this agreement. However, CSW shall not be relieved of any liability under this agreement on account of a subcontract. CSW will notify the Licensee of the name and address of each subcontractor.
8. **FCC records.** Applications and statements of facts when required by the Federal Communications Commission must be subscribed sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. However, CSW will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation, and power measurements, to aid in meeting these requirements.
9. **Automatic renewal.** After the "Date of Service Ends" indicated on the attached Maintenance Contract, this agreement shall continue for successive additional periods of 1 month, provided that either CSW or the Licensee may terminate this agreement on the "Date Service Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated hereon.
10. **Interruption of Service.** Canyon State Wireless does not assume and shall have no liability under this agreement for failure to provide or delay in providing service for the equipment due directly or indirectly to causes beyond the control or without the fault or negligence of Canyon State Wireless including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, of the district of Columbia acts of the Licensee its agents, employees, or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather conditions, or defaults of Canyon State Wireless subcontractors due to any such causes.
11. **Laws and Regulations.** This agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.
12. **Waiver.** Failure to delay on the part of Canyon State Wireless or the Licensee to exercise any right, power or privilege hereunder shall not operate as waiver thereof.
13. **Prior negotiations.** This contract constitutes the entire agreement of the parties hereto and shall supersede prior offers, negotiations and agreements.
14. **Amendment.** No revision of this agreement shall be valid unless made in writing and signed by an authorized representative of Canyon State Wireless.
15. **Governing Law.** The laws of The State of Arizona shall be the governing laws for the interpretation of this agreement.
16. **Severability.** If any provision of this agreement is declared null and void, it shall not invalidate the remainder of this agreement which shall remain in full force and effect.

M/A Contract

CANYON STATE WIRELESS - GL

M/ACONTRACT: GILA EOC 2

StartDate: 6/1/2014

Company: GILA COUNTY DEPT OF EMER MGM

EndDate: 5/31/2015

AccountID: GILA-EM

MonthlyAmt:\$345.00

Contract Type: 7X24

AnnualAmt: \$4,140.00

Contract Notes:

Unit Summary

Qty	Item	Each	Monthly	Annual
1	T5766A	\$45.00	\$45.00	\$540.00
4	T5365A	\$75.00	\$300.00	\$3,600.00

Unit Details

Item	Serial Number	Description	Location	Monthly Rate
T5766A	512CYZ0072	MTR2000		\$45.00
T5365A	448CFF0166	QUANTAR		\$75.00
T5365A	488CFH0066	QUANTAR		\$75.00
T5365A	448CFF0167	QUANTAR	SIGNAL PEAK	\$75.00
T5365A	448CFH0065	QUANTAR	MT ORD	\$75.00

Customer:

Date:

Service Provider:

Date:



PO Box 2626
627 E. Ash St.
Globe, AZ 85502

Voice: 928-425-5870

Fax: 928-425-3711

Invoice

Invoice Number:
2-7532Rev

Invoice Date:
Jul 1, 2014

Page:
1

Duplicate

Sold To:

GILA COUNTY DEPT OF EMER MGMT
ACCOUNTS PAYABLE
1400 E ASH STREET
GLOBE, AZ 85501

Ship To

Customer ID	Customer PO	Payment Terms	
GILA-EM	2014-00000331	Net 20 Days	
Sales Rep	Shipping Method	Ship Date	Due Date
	US Mail		7/21/14

Quantity	Item	Description	Unit Price	Extension
1.00		RADIO MAINTENANCE - MTHLY 6/1/2014 THRU 5/31/2015		
4.00	MAINTENANCE	T5365A QUANTAR, Serial Nos.: 448CFF0166, 488CFH0066, 448CFF0167, 448CFH0065	75.00	300.00
1.00	MAINTENANCE	T5766A MTR2000, Serial No. 512CYZ0072	45.00	45.00
-1.00	MAINTENANCE	CREDIT FOR JUNE INV#2-7494 TO REFLECT NEW MTHLY AMOUNT FOR ANNUAL AGREEMENT EFFECTIVE 6/1/14	134.50	-134.50

Subtotal 210.50

Sales Tax

Total Invoice Amount 210.50

Payment Received

TOTAL \$210.50

Check No:

Overdue invoices are subject to late charges.



AMENDMENT NO. 4 to SERVICE AGREEMENT NO. 032913

The following amendments are hereby incorporated into the Service Agreement documents for the below stated project:

SERVICE AGREEMENT 032913

URRD EMERGENCY REPAIR/REPLACE

EARTHQUEST PLUMBING, INC.

Effective April 03, 2013, Gila County and Earthquest Plumbing, Inc. entered into a Service Agreement whereby Earthquest Plumbing, Inc. agreed to provide labor and materials, as needed, for emergency repairs to sewer and water utilities, when requested by Community Services-Housing Manager or designee.

Amendment No. 1 to Service Agreement No. 032913, was executed on August 1, 2013 to increase the original contract amount from Three Thousand Five Hundred dollars (\$3,500.00), by Two Thousand, One Hundred Fifty-Eight dollars and 80/100's (\$2,158.80), for a new contract total of Five Thousand Six Hundred Fifty-Eight and 80/100's (\$5,658.80).

Amendment No. 2 to Service Agreement No. 032913, was executed on March 26, 2014 extending the term of the Service Agreement for one (1) additional year from April 3, 2014 to April 2, 2015 with a not to exceed Three Thousand, Three Hundred dollars and no/100's dollars (\$3,300.00).

Amendment No. 3 to Service Agreement No. 032913 was executed on May 14, 2014 to increase the contract amount by an additional Seven Thousand dollars and no/100's (\$7,000.00) for a new contract total of Ten Thousand, Three Hundred and no/100's (\$10,300.00).

Community Services would like to increase the contract amount by an additional Six Thousand Seven Hundred dollars and no/100's (\$6,700.00).

Amendment No. 4 to Service Agreement No. 032913 will increase the contract amount by an additional Six Thousand Seven Hundred dollars and no/100's (\$6,700.00) for a new contract amount of Seventeen Thousand dollars and no/100's (\$17,000.00).

The contractor will continue to bill for services pursuant to Attachment "A" to Service Agreement 032913 of the original Service Agreement, but in no event shall charges for the April 03, 2014 to April 2, 2015 term exceed Seventeen Thousand dollars and no/100's (\$17,000.00).

All other terms, conditions and provisions of the original contract, including previously executed Amendments, shall remain the same and apply during the April 3, 2014 to April 2, 2015 renewal period.

IN WITNESS WHEREOF, two (2) 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 this 30 day of JULY, 2014.

GILA COUNTY

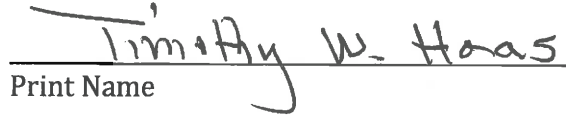


Don E. McDaniel, Jr. County Manager

EARTHQUEST PLUMBING, INC.



Authorized Signature



Print Name