



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY BOARD OF SUPERVISORS
AGENDA FOR REGULAR SESSION
Wednesday, February 5, 2025

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

PLEDGE OF ALLEGIANCE - INVOCATION

BUSINESS BEFORE THE BOARD

(Consideration/Approval/Disapproval of the following:)

- (1) Discussion/approval/disapproval to cancel the Pinal County Zoning Ordinance Update draft dated January 6, 2025, also referred to as the Development Services Code Update.(Stephen Q. Miller)
- (2) County Manager's Report (Information Only). (Leo Lew)
- (3) Supervisor District update(s) regarding notable current or upcoming events concerning the district (Information Only). (Stephen Q. Miller)
- (4) Discussion and update(s) regarding the 2025 state and federal legislative session, including bills, budget proposals, committee hearings, and pending or proposed upcoming legislation requests from Board of Supervisor members, state or federal legislators, or their staff in attendance. (Stephen Q. Miller/Dana Lewis)
- (5) Purchasing Division Report - February 5, 2025. (Angeline Woods)

(6) **CONSENT ITEMS:**

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

- * A. Discussion/approval/disapproval of Minutes from January 8, 2025, Regular Meeting and January 22, 2025, Special Session Meeting of the Board of Supervisors. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of the recommendation to the Arizona Department of Liquor License and Control of application, series 010 Beer and Wine Store of Perry Charles Huellmantel for Quiktrip #1505 located at 7109 E. US Highway 60, Gold Canyon, AZ 85118 and authorize the Clerk of the Board to execute and submit all necessary documents to the State. Supervisor District #5. (Natasha Kennedy)
- * C. Discussion/approval/disapproval of Supervisor Vitiello's reappointment of Rand Del Cotto, Maricopa, AZ 85139 to the Planning & Zoning Commission, term of service

will be from January 30, 2025, through January 29, 2029. Supervisor District #1. (Natasha Kennedy)

- * D. Discussion/approval/disapproval of Resolution No. 020525-RD24-102 accepting Subdivision Improvement Performance Bond No. 800189277, associated with Amarillo Creek Unit 2A-Parcel 2.6, located in Section 17, Township 5 South, Range 3 East. Supervisor District #1. (RD24-102) (Christopher Wanamaker/Joe Ortiz)
- * E. Discussion/approval/disapproval of Resolution No. 020525-RD24-103 accepting Subdivision Improvement Performance Bond No. 800189276, associated with Amarillo Creek Unit 2A-Parcel 2.7, located in Section 17, Township 5 South, Range 3 East. Supervisor District #1. (RD24-103) (Christopher Wanamaker/Joe Ortiz)
- * F. Discussion/approval/disapproval of Resolution No. 020525-RD24-104 accepting Subdivision Improvement Performance Bond No. 800189275, associated with Amarillo Creek Unit 2A-Parcel 2.8, located in Section 17, Township 5 South, Range 3 East. Supervisor District #1. (RD24-104) (Christopher Wanamaker/Joe Ortiz)
- * G. Discussion/approval/disapproval of Special Event Permit SEP-023-24: 24 Hours in Old Pueblo Cycling Event hosted by EPIC Rides at Willow Springs Ranch, Oracle, AZ, February 14, 2025 through February 16, 2025; permitted upon fulfillment of Emergency Management documentation approval, Certificate of Insurance approval, Generator Permit approval, and Environmental Health approval for food vendors; all due by February 7, 2025. Supervisor District #4. (Valerie Lujan/Brent Billingsley)
- * H. Discussion/approval/disapproval to accept the Award for the Diversion Consequences Program between the Arizona Supreme Court Administrative Office of the Courts and Pinal County Board of Supervisors, beginning July 1, 2024, ending June 30, 2025, for \$193,928. The Juvenile Court Services Department will use the grant for salary, EREs, supplies and contract services for vendors supporting the Diversion Consequences Program. The award was budgeted in the FY24/25 budget. There is no impact on the General Fund. (Jeanne Brandner)

- (7) Call to the Public— A "call to the public" is the time period for members of the public to address the Board of Supervisors to provide public input relating to subject matter within the Board of Supervisors authority or jurisdiction. Those wishing to address the Board of Supervisors need not request permission in advance. Action taken as a result of public comment will be limited to directing staff to study the matter or rescheduling it for further consideration and decision at a later date.

Click Here for Call to the Public Guidelines

- (8) Public Hearing and discussion/approval/disapproval of Ordinance No. 2025-PZ-022-24, an Ordinance approving case PZ-022-24, Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, P.C., applicant requesting approval of the rezoning of 3.3± acres from General Business Zone (CB-2) to General Commercial Zoning District (C-3) to allow for a marijuana dispensary, situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal County. The Planning and Zoning Commission voted unanimously (8-0) to recommend approval of case PZ-022-24 with thirteen (13) stipulations. Supervisor District #1. (Sangeeta Deokar/Brent Billingsley)
- (9) **Public Hearing** and discussion/approval/disapproval of Resolution No. 2025-SUP-009-24, a Resolution approving case SUP-009-24, Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, P.C., applicant requesting approval of a Special Use Permit to operate a marijuana dispensary on a 3.3± acre parcel in the Commercial Zoning District (C-3); situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona more particularly described as follows: Lot 93, of PAPAGO

BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal County. The Planning and Zoning Commission recommended approval unanimously (8-0) of case SUP-009-24 with fifteen (15) stipulations. Supervisor District #1. (Sangeeta Deokar/Brent Billingsley)

- (10) **Public Hearing** and discussion/approval/disapproval of Resolution No. 020525-RD24-105 ordering the abandonment and extinguishment of an easement comprising a portion of Sun Road alignment. Supervisor District #5. (RD24-105) (Celeste Garza/Joe Ortiz)
- (11) **Public Hearing** and discussion/approval/disapproval of Resolution No. 020525-RD24-106 ordering the abandonment and extinguishment of an easement comprising a portion of Buckskin Road alignment. Supervisor District #5. (RD24-106) (Celeste Garza/Joe Ortiz)
- (12) Discussion/approval/disapproval of the recommendation to the Arizona Department of Liquor License and Control of application, series 006 Bar of Andrea Dahlman Lewkowitz for Picacho Travel Center located at 16141 E. Peak Lane, Red Rock, AZ 85145 and authorize the Clerk of the Board to execute and submit all necessary documents to the State. Supervisor District #4. (Natasha Kennedy)
- (13) Discussion/approval/disapproval of renewal, revisions or termination of the Memorandum of Understanding (MOU) executed September 6, 2023, between Pinal County Board of Supervisors and the Pinal County Recorder for election services and renewed February 7, 2024. Pursuant to the current MOU section 2.0, "The parties agree to review this MOU at the BOARD'S first regularly scheduled meeting in February, and then the Parties will review this MOU annually at the BOARD'S first regularly scheduled meeting in February for as long as the Parties are operating under this MOU. The BOARD shall take action to renew, revise, or terminate this MOU at least yearly at its first regularly scheduled meeting in February when this MOU is being considered for renewal, revision, or termination." (Chris Keller/Dana Lewis)
- (14) Executive Session pursuant to A.R.S. 38-431.03(A)(3)(4) for legal advice and settlement discussions concerning contemplated litigation concerning A.R.S. 11-832 Appeal in Ordinance Nos. 2024-PZ-PD-008-23/2024-PZ-034-23. (Rodney States/Brent Billingsley)

ADJOURNMENT

(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF SUPERVISORS' OFFICE AND AT <https://pinal.novusagenda.com/AgendaPublic/>)

NOTE: One or more members of the Board may participate in this meeting by telephonic conference call.

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Board of Supervisors and Pinal County Board of Directors do not discriminate against qualified individuals with disabilities admission to public meetings. If you need accommodation for a meeting, please contact the Clerk of the Board Office at (520) 866-6068, at least (3) three business days prior to the meeting (not including weekends or holidays) so that your request may be accommodated.

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

Notice of Possible Recess: The Board may take a Recess around 12:30 p.m. and the meeting will reconvene around 1:00 p.m.

Any invocation that may be offered before the official start of the meeting (i.e. Item 1) that is offered by a Chaplain serving the county or any member of a religious organization with a physical

presence in the county so as to qualify for an exemption for religious property under A.R.S. 42-11109, is expressing private thoughts as governed by his or her own conscience, to and for the benefit of the Board. The view or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Board and do not necessarily represent the religious beliefs or views of the Board in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to participate actively in the business of the Board.

Meeting Notice of Posting

General Board Meeting Rules of Order



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to cancel the Pinal County Zoning Ordinance Update draft dated January 6, 2025, also referred to as the Development Services Code Update.(Stephen Q. Miller)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:
Click to download
No Attachments Available



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: County Manager

Director: Leo Lew

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

County Manager's Report (Information Only). (Leo Lew)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:
Click to download
No Attachments Available



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Supervisor District update(s) regarding notable current or upcoming events concerning the district (Information Only).
(Stephen Q. Miller)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:
Click to download
No Attachments Available



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion and update(s) regarding the 2025 state and federal legislative session, including bills, budget proposals, committee hearings, and pending or proposed upcoming legislation requests from Board of Supervisor members, state or federal legislators, or their staff in attendance. (Stephen Q. Miller/Dana Lewis)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History		
Time	Who	Approval

ATTACHMENTS:

Click to download
<input type="checkbox"/> 02.03.2025 Recap January 31st CSA LPC
<input type="checkbox"/> 2025 02.04 Legislative Update Presentation

February 1, 2025, the LPC voted to **OPPOSE** 4 bills, **SUPPORT** 2 bills, and processed 5 bills **FOR INFORMATION**.

BILLS PROCESSED BY THE LPC ON 2025.01.31:

SB 1273: deputy sheriff; detention officer; salary (*Payne*)

Summary: States that the starting salary of a deputy sheriff "may not be less than 5% lower than the average starting salary of law enforcement officers of the two highest paying law enforcement agencies, including the Department of Public Safety, within the same county." States that the starting salary of a detention officer "may not be less than 10% lower than the average starting salary of detention and corrections officers of the three highest paying county detention facilities in this state and the state Department of Corrections."

Discussion: Staff summarized the bill, noting the projected costs to constituent counties. One Supervisor asked if this bill required a related increase in ERE. Staff answered that the bill solely spoke to salaries.

Disposition: The LPC voted to **OPPOSE SB 1273**.

SB 1288: police vehicles; inspection; requirements (*Gowan*)

Summary: States that, for a vehicle "to qualify as an authorized emergency vehicle operated as a police vehicle in a patrol capacity by a law enforcement agency," the vehicle must be inspected annually and must *either*: (a) be ten or fewer years old, or (b) have fewer than 115,000 miles on its odometer.

Discussion: Staff noted feedback they've received from responsive counties, namely: (a) that counties providing routine maintenance may see their vehicles remain serviceable beyond the timelines prescribed in statute, (b) that the bill – if implemented – could require more rural counties to replace immediately vehicles that they had previously planned to replace on a schedule, and (c) that the language used to refer to the vehicles could preclude older vehicles from being used by volunteers after they've transitioned out of active patrol. One Supervisor asked their County Manager if they had a similar schedule in place for replacement of patrol vehicles. The Manager responded that they did, and that while the years of service before replacement was lower than what is prescribed in statute their recommended mileage before replacement was higher than in statute.

Disposition: The LPC voted to **OPPOSE SB 1288**.

SB 1286: county board; administrative review; approval (*Gowan*)

Summary: Expands § 11-269.27, which allows a Board to authorize administrative personnel to approve "site plans, development plans, land divisions, lot line adjustments, lot ties, preliminary plats, final plats, and plat amendments," to include "ASSURANCES." Specifies that an administrative approval under this statute is exempted from public hearings held specifically "BY THE BOARD OF SUPERVISORS." Specifies that the phrase "license" has the same meaning prescribed in § 9-831. Expands entities permitted to approve a subdivision plat to "A PERSON WHO IS AUTHORIZED BY THE ADOPTED COUNTY ORDINANCE," amends related statute (*dealing with the how acquiring an "adequate water supply" impacts approval of a subdivision plat*) to reflect this change.

Discussion: Staff described the context of this legislation, noting that it closed loopholes left in statute by the permissive, CSA-supported P&Z legislation sponsored by Senate President Petersen two years ago (**SB 1103**: administrative review; approvals; developments (*Petersen*)). Namely, that the bill provides for localities to adopt several administrative approvals for different processes – like plats – but does not provide for the extension of processes to related actions like the approval of assurances. As such, despite best intentions, some processes are still required to go to the full Board for a vote.

Disposition: The LPC voted to **SUPPORT SB 1286**.

SB 1145: community facilities districts; prompt pay (Carroll)

Summary: States that a county or municipality that authorized a Community Facilities District (CFD) is liable for *unpaid payments owed by the District for the construction of its public infrastructure*. Requires the county to monitor progress and payments made under the District’s construction contracts. Permits the county to periodically audit the District’s construction contract payments. Permits the county to require the district to pay for the county’s monitoring and auditing, and to pay penalties to the county for failing to make legally required payments under a construction contract. Requires CFDs to include prompt pay provisions in contracts for construction of public infrastructure.

Discussion: Staff summarized the legislation, noting that responsive counties had expressed concerns about the Board being made liable for decisions it had little control over. Counties that don’t have CFDs will see this as additional reason to keep their distance, whereas counties *with* CFDs would want any potential increase in liability to be accompanied by a related increase in discretion over the actions of CFDs within their jurisdiction. Largely, CFDs are more prevalent in the state’s cities than they are in the state’s unincorporated areas. One Supervisor expressed frustration that there would be opposition without the opportunity for amendments, to which staff responded that the position recommended was merely a starting point that could be changed as the contents of the bill migrated. One Supervisor noted concern about the increased exposure that this could generate for the county.

Disposition: The LPC voted to **OPPOSE SB 1145**.

SB 1284: fireworks; aerials; licensure; penalties (Gowan)

Summary:

• **EXPANSION; PERMISSIBLE CONSUMER FIREWORKS:**

- **CURRENTLY**, the following fireworks are “permissible consumer fireworks”: (a) ground and sparkling devices, (b) cylindrical fountains, (c) cone fountains, (d) illuminating torches, (e) wheels, (f) ground spinners, (g) flitter sparklers, (h) toy smoke devices, (i) wire sparklers or dipped sticks, (j) multiple tube versions of (a), (b), (c), and (d), and (k) – in counties of more than 500,000 persons – adult snappers.

- **SB 1284** would instead **EXPAND** this to all ground devices defined in [APA 87-1A 3.2.2](#). This would **NEWLY INCLUDE**: (a) chasers, (b) crackling balls, (c) crackling strips, (d) crackling tubes, (e) firecrackers, (f) flasher/strobe, (g) fountain nitrocellulose, (h) snake, (i) specialty device, and (j) wheel.

- **EXPANDS** the definition of “permissible consumer fireworks” to include “**CAKE AND COMBINATION DEVICES AS DEFINED IN [APA 87-1A 3.2.4](#)**.”

- **REMOVES THE FOLLOWING FROM A LIST OF WHAT IS SPECIFICALLY DISALLOWED:** (a) anything designed or intended to rise into the air and explode or detonate or fly above the ground, (b) mine devices, (c) shell devices.
- **FIREWORKS; SALE LOCATION:** Prohibits sale of fireworks in tents, canopies, or membrane structures.
- **FIREWORKS; AGE LIMIT:** Raises the age at which an individual can buy fireworks from 16 to 18.
- **SEIZURE; FIREWORKS:** Permits the State Fire Marshal, a City Fire Marshal, or a County (?) Fire Marshal to seize fireworks offered, stored, or possessed in violation of statute. Specifies that the five-year prohibition on fireworks sale for an individual that has fireworks confiscated more than two times in three years is applicable to wholesalers (and includes the revocation of their license).
- **UNLAWFUL FIREWORK USE; CIVIL PENALTIES:** Establishes a \$5,000 civil penalty for individuals who sell fireworks in violation of statute. Raises the civil penalty for individuals who use fireworks on “*preservation lands owned by a city or town*” from \$1,000 to \$5,000.
- **LICENSURE; FIREWORK SALES; REVOCATION:** Requires a person that sells “**PERMISSIBLE CONSUMER FIREWORKS**” or a “**WHOLESALER THAT IS ENGAGED IN OFFERING PERMISSIBLE CONSUMER FIREWORKS TO PERMANENT OR TEMPORARY RETAILERS AT WHOLESALE**” to annual obtain a license from the State Fire Marshal, who shall establish the fee in rule. Requires the individual selling fireworks to “**COMPLY WITH NFPA 1124 RELATING TO THE STORAGE OF CONSUMER FIREWORKS AND TO THE RETAIL SALES OF CONSUMER FIREWORKS.**” Specifies that a person selling fireworks who logs three “violations” within a 36-month period shall have their license suspended for five years.

Discussion: Staff summarized the legislation, noting that it was identical to a bill that the Association had opposed in 2024. Staff shared the historic concerns counties had with this – and similar – legislation that expanded the definition of permissible consumer fireworks, noting that: (a) rural counties were concerned with the fire danger that the newly-permissible aerial fireworks could pose to unincorporated forested areas, (b) urban counties were concerned with the impact to air quality generated by additional fireworks, and (c) all counties were concerned with the anticipated increase in public nuisance complaints. One Supervisor asked if staff had reached out to the sponsor, to which staff responded that (a) they typically did so after a position was taken, and (b) they had spoken with the proponent lobbyist – representing the fireworks industry – during last year’s legislation and had been unable to come to agreement. One Supervisor noted that, during their experience as a Board member on a special healthcare district, they had also seen the injuries that result from improper use of fireworks. One Supervisor noted that they appreciated some of the smaller steps forward the bill took.

Disposition: The LPC voted to **OPPOSE SB 1284.**

HB 2389: business; personal property; exemption (Carter)

Summary: Eliminates personal property that is locally assessed from the property tax beginning in tax year 2026. Additionally, removes personal property from the definition of the property tax base in various classifications, including class 6.

Discussion: Staff summarized the legislation, noting that it would have a disparate impact on one county – Graham County – due to a little-known sector of personal

property tax. Staff subsequently noted that the sponsor had demonstrated interest in solving this issue, and that there was a possibility that this bill could halt as other reforms progressed.

Disposition: HB 2389 was presented for **INFORMATION ONLY**.

SB 1223: ACJC; continuation (*Kavanagh*)

Summary: Continues the *Arizona Criminal Justice Commission* until July 1, 2033.

Discussion: Staff summarized the legislation, noting (a) the role Supervisors play on the Commission, (b) CSA's partnership with the Commission, (c) CSA's role in adding a Public Defender to the Commission during last year's session, and (d) the bipartisan support for this bill, and (e) the dueling nature of the two continuation bills currently being contemplated.

Disposition: The LPC voted to **SUPPORT SB 1223**.

SB 1241: animal bites; owner contact information (*Kavanagh*)

Summary: Requires the individual who owns or is responsible for the care of a dog that bites another individual when the individual is in or on a public or private place, including the property of the owner, to provide their contact information to the individual who suffered the bite.

Discussion: Staff summarized the legislation, noting that it was necessary due to an increasing number of individuals escaping responsibility for their pets having bitten another individual. One Supervisor asked if this included circumstances of unlawful entry, to which staff responded that they did not believe this was the case. Another Supervisor chimed in, noting that the bill only dealt with bites when the bitten individual was lawfully present. One Supervisor noted that they had seen increasing incidences of bites in their district, while another Supervisor noted that they were concerned with how the statutory language was specific to dogs and not general enough to cover all pets.

Disposition: The LPC voted to **SUPPORT SB 1241**.

BILLS PRESENTED TO THE LPC FOR INFORMATION ON 2025.01.31:

HB 2376: county candidates; clean elections pamphlet (*Carter, P.*)

Summary: Requires the Arizona Citizens Clean Elections Commission to include countywide offices on their publishing documents for primary and general elections.

HB 2515: truth in taxation; bonds; notices (*Olson*)

Summary: Among other things, increases the value of a home against which a property tax increase must be measured (via *Truth in Taxation* noticing) to \$400,000 from \$100,000.

HB 2182: ALTCS; preadmission screening; cognitive impairment (*Bliss*)

Summary: Modifies the preadmission screening requirements for participation in the elderly and physically disabled long term care program (ALTCS) administered by AHCCCS. Modifications include requiring that weights for cognitive impairment be the same as those for physical impairment.

HB 2452: appropriation; AHCCCS; provider increases (*Willoughby*)

Summary: Appropriates \$15 million in FY 2026, \$7.5 million in FY 2027 and FY 2028 from the state general fund for provider increases for home and community-based service providers in the ALTCS program administered by AHCCCS.

STATUS OF BILLS PROCESSED BY THE LPC:

AWAITING FLOOR (1st Chamber)

- **SB 1013:** municipalities; counties; fee increases; vote (*Petersen*) ([Text](#))

AWAITING COW

- **SB 1011:** early voting; ballot deadlines; certificates (*Petersen*) ([Text](#))
- **HB 2065:** counties; indigent deceased persons; cremation (*Gress*) ([Text](#))
- **HB 2017:** voting centers ban; precinct size (*Keshel*) ([Text](#))

AWAITING RULES

- **SB 1100:** Maricopa County; division; new counties (*Hoffman*) ([Text](#))
- **SB 1101:** Maricopa County; new counties; division (*Hoffman*) ([Text](#))
- **SCR 1004:** prohibit tax; monitoring; vehicle mileage (*Hoffman*) ([Text](#))
- **HB 2043:** harassment; intent; defense (*Kolodin*) ([Text](#))
- **HCR 2002:** voting centers; precinct voting (*Keshel*) ([Text](#))

AWAITING COMMITTEE

- **SB 1144:** jail facilities excise tax; extension (*Payne*) ([Text](#))
- **SB 1148:** CORP; defined contribution; membership election (*Payne*) ([Text](#))
- **SCR 1008:** municipalities; counties; vote; fee increases (*Petersen*) ([Text](#))
- **HB 2222:** settlement agreements; report; approval (*Marshall*) ([Text](#))
- **HB 2368:** auditor general; records; financial institutions (*Gress*) ([Text](#))
- **HB 2369:** auditor general; county treasurer; review (*Gress*) ([Text](#))
- **HB 2433:** county treasurers; continuing education (*Gress*) ([Text](#))
- **HB 2606:** appropriation; local border support (*Nguyen*) ([Text](#))
- **HB 2660:** affordable housing tax credits; extension (*Wilmeth*) ([Text](#))

Legislative Updates

Steve Miller, Chairman
BOS D3

Dana Lewis
County Recorder



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Background

- 1468 Bills introduced as of February 4, 2025
- Senate - 733 / House - 735 / HCRs/SCRs - 103
- We weigh in on legislation from perspectives
- AACo, CSA
 - County and Associations
 - Majority standpoint
 - Support, Oppose, Support with Amendment, Oppose as Written, Neutral

FEBRUARY 2025

Monday 2/3

Senate Bill Introduction Deadline (5:00 p.m.)

Friday 2/7**

House Bill Request Deadline (5:00 p.m.)

Monday 2/10

House Bill Introduction (5:00 p.m.)

Friday 2/21

Last Day to Hear SBs in Senate Committees
Last Day to Hear HBs in House Committees

MARCH 2025

Friday 3/28

Last Day to Hear SBs in House Committees
Last Day to Hear HBs in Senate Committees

APRIL 2025

Friday 4/18

Last Day for Conference Committees (By Senate and House Rule)

Tuesday 4/22

100th Day of Session

Water

- House Bills - 72 / Senate - 22
- ***Supporting Notables:***
 - SB 1558 - Water Technology Study Committee (session law)
 - SB 1611 - AG to Urban

Elections

- 110 Bills total
- House - 64 / Senate - 39 / HCR/SCRs - 7
- Impact: 70 Elections, 23 Early Voting, 17 Voter Registration
- ***Supporting Notables:***
 - HB2376 County Candidates in Clean Election Pamphlet
 - HB2390 JPs & Constables equal & HB2391 JPs & Constables sign %
 - SB 1011 & HB 2703 Florida Voting Model
 - SB 1040 Recall Timeline & SB 1142 No Foreign \$ Write In Deadline

Law Enforcement

- ***Supporting Notables:***
 - SB1010 DPS 10% Pay Increase: This bill was heard in Senate Public Safety on Wednesday and it passed 6-1. ASA does not currently have a position on this bill.
 - HB2171 LE Family Scholarships
 - HB2331 Must Show LE ID
 - HB2602 Sex Offender Registration
 - SB1045 Funding for Secure Behavioral Facilities
 - SB1060 Internal Investigations
 - SB1231 Cross County Constable Training
 - SB1220 Victims Can Have Recordings
 - SB1306 Appropriation for Crime Victim Notification Fund

Transportation

- ***Supporting Notables:***

- SB 1617 - Money for the overpass at Riggs Road & SR 347
- HB 2234 - Interstate 11 Study
- HB 2235 - Move over law - \$500 fine for driving slow in a passing lane

Other

- ***Supporting Notables:***

- HB2287 Mobile home landlord tenant; protection
- HB2574 Small Land Subdivision
- HB2678 Indistinguishable AI
- SB1231 Cross County Constable Training
- SB1241 Animal Bites Contact Info



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:**Funds #:****Dept. #:****Dept. Name:** Office of Budget and Finance**Director:** Angeline Woods**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Purchasing Division Report - February 5, 2025. (Angeline Woods)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:**BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:****MOTION:**

Approve - Purchasing Division Report - February 5, 2025

History

Time	Who	Approval
1/24/2025 4:24 PM	County Attorney	Yes
1/24/2025 4:26 PM	Budget Office	Yes
1/28/2025 4:27 PM	County Manager	Yes
1/28/2025 4:30 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
<input type="checkbox"/> Purchasing Division Report - February 5, 2025 COVER SHEET
<input type="checkbox"/> Purchasing Division Report - February 5, 2025

PURCHASING DIVISION REPORT

February 5, 2025

CONTRACT AWARD RECOMMENDATIONS:

The Board is requested to approve the following contract awards:

1. RFP 250930 – Private 5G Network - Recommend Doege Development, LLC. be awarded a contract beginning February 5, 2025 through December 31, 2026 with anticipated permissible extensions for managed services. This contract will be used Countywide.
2. RFQ 252230 – In Home Detention and Alcohol Monitoring - Recommend contracts be awarded to the following suppliers:

SCRAM of Arizona

Fisheye Investigation Group

The initial one year term of the contract begins February 12, 2025 with four (4) optional one-year extensions. This contract will be used by the Courts.

CONTRACT AMENDMENTS:

The Board is requested to approve the following contract amendments:

1. RFP 204126 – Towing Services for PCSO - Recommended approval of Amendment No. 6 to exercise the optional extension period from March 15, 2025 through March 14, 2026 with the following suppliers:

A Secure Towing LLC

Absolute Towing and Recovery

Apache Sands

Axle Towing & Impound, LLC

Catalina Towing & Recovery

CL King Towing

D&S Towing

Eddies Towing Inc.

Elite Towing, LLC

Hughes Towing

K & R Towing and Management

Knight Towing LLC

Mammoth towing & service

Phoenix Metro Towing

San Tan Valley Towing

Secured Rite Towing

Southwest 24 Hour Towing

Star Towing

Stay Up Towing, LLC

There are no optional extensions remaining. This contract is used by the Sherriff's Office.

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132
T 520-866-6250 F 520-866-6944



PINAL COUNTY

WIDE OPEN OPPORTUNITY

- 2. RFP 240829 – Maintenance, Repair, and Operating Supplies, including Generator, Maintenance Services - Recommended approval of Amendment No. 1 to exercise the optional extension period from February 7, 2025 through February 6, 2026 with the following suppliers:

Advanced Mechanical Services, LLC Global Equipment Company Inc.
 Arizona Generator Technology dba Gen- Tech Ruggiero’s Ace Hardware
 Central Power Systems & Services

There are three (3) optional extensions remaining. This contract is used Countywide.

- 3. RFP 241729 – Printing and Mailing of Election Materials - Recommended approval of Amendment No. 1 to exercise the optional extension period from February 7, 2025 through February 6, 2026 with K&H Election Services. There are three (3) optional extensions remaining. This contract is used by the Elections Department and Records Office.
- 4. ROQ 243629 – Engineering Design of the East-West Corridor - Recommended approval of Amendment No. 1 to exercise the optional extension period from February 21, 2025 through February 20, 2026 with Jacobs Engineering. There are three (3) optional extensions remaining. This contract is used by the Development Services Department.

COMPETITION IMPRACTICABLE PROCUREMENT OVER \$100,000:

The Board is requested to approve the following purchase request per Pinal County Procurement Code section PC1-350 governing competition impracticable purchases over \$100,000:

AMOUNT: \$800,000.00
SUPPLIER: Hanger Once Avionics Inc.
DESCRIPTION: BPO FY24/25 Maintenance, Equipment & Software
DEPARTMENT: Sherriff’s Office

AMOUNT: \$314,896.95
SUPPLIER: Standard Aero Limited
DESCRIPTION: Aviation maintenance for the Huey
DEPARTMENT: Sherriff’s Office

COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS \$100,000 - \$250,000:

The Board is hereby notified of the following cooperative purchases made:

PO NO.: 253597
SUPPLIER: Empire Machinery
AMOUNT: \$154,767.19
ITEM: 2025 265 XPS Compact Skid Steer
DEPARTMENT: Development Services – Public Works Division

To: Pinal County Board of Supervisors
From: Brisna Canizalez, Procurement Officer
Date: February 5, 2025
Re: Contract Award of RFP #250930 Private 5G Network

Background

Request for Proposal 250930 was published to solicit proposals from highly qualified respondents to construct and manage a high speed 5G network to serve Pinal County.

Selection Process

Eight (8) proposals were received and opened on October 22, 2024, at 2:00 p.m. An award was made on December 4, 2024 to Prodision, LLC, there was a protest to this award and based upon this review the awardee was deemed non-responsive. Pinal County has determined that the Contractor submitted a response to RFP 250930 as an unlicensed contractor, which, pursuant to A.R.S. § 32-1101(A)(3) and A.R.S. § 32-1151, renders their proposal non-responsive and ineligible for evaluation as they are not exempt under A.R.S. § 32-1121 from the licensing requirement.

The proposals were evaluated by a three-person committee based on the following criteria: Method of Approach, Capacity of the Responder, Conformance to Scope of Work and Terms and Conditions, and Cost. A summary of the evaluation scores for the responders is included in the attached Evaluation and Award Determination.

Responders:

BearCom
Byte Speed, LLC. Ceragon
Doege Development, LLC.
Lance Soft, Inc.
Legacy Wireless Services
Prodision, LLC.
Step CG, LLC.

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132
T 520-866-6250 F 520-866-6944

www.pinal.gov



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Recommendation

After review and scoring of the proposal by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 250930 – Private 5G Network to Doege Development, LLC. The term of the proposed contract is an initial term beginning February 5, 2025, through December 31, 2026, with anticipated permissible extensions for managed services.

The Board is also requested to authorize the Office of Budget and Finance Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to Brisna Canizalez, Procurement.

Respectfully submitted,

Brisna Canizalez

Brisna Canizalez
Procurement Officer
(520) 866-6223
Brisna.Canizalez@pinal.gov

Attachment: Evaluation and Award Determination

February 5, 2025

**RFP 250930 Private 5G Network
 Evaluation and Award Determination**

In accordance with the Pinal County Procurement Code, Doege Development, LLC., has been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	Cost	Method of Approach	Capacity of the Responder	Conformance
Supplier	/ 1,000 pts	/ 200 pts	/ 400 pts	/ 300 pts	/ 100 pts
Prodision, LLC.*	865	200	315	250	100
Doege Development, LLC.	850	200	290	260	100
Byte Speed, LLC.*	770	200	245	225	100
Lance Soft, Inc.*	675	200	190	185	100
Legacy Wireless Services*	645	200	185	160	100
BearCom*	640	200	220	220	0

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132
 T 520-866-6250 F 520-866-6944

www.pinal.gov

Step CG, LLC*	640	200	240	200	0
Ceragon*	620	200	240	180	0

* Pinal County has determined that these Contractors submitted a response to RFP 250930 as unlicensed contractors, which, pursuant to A.R.S. § 32-1101(A)(3) and A.R.S. § 32-1151, renders their proposals non-responsive and ineligible for evaluation as they are not exempt under A.R.S. § 32-1121 from the licensing requirement.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Brisna Canizalez.

Brisna Canizalez
 Procurement Officer
 (520) 866-6223
 Brisna.Canizalez@pinal.gov

Contract 250930RFP
Private 5G Network

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Doege Development, LLC., (Contractor), whose primary address is 11217 N 23rd Ave, Phoenix, AZ 85029.

1. **CONTRACT TERM.** The resultant contract term will commence upon contract execution, and will continue until December 31, 2026 unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT TYPE.** Firm-Fixed Unit Price. The unit prices are the amounts scheduled in the requested Pricing Document for complete, delivered, discrete items, including installation if applicable and so stated, each of which will be Contractor's complete and total compensation for carrying out each item covered by each unit price at the item level; and will not be subject to any adjustment on the basis of Contractor's cost experience in performing under the contract.

NOTE: An "item" as contemplated in this paragraph could be a single, functional, and usable thing as sold, or a component of an assembly yet to be built, or a complete assembly.

3. **PRICING**

3.1 Most Favored Customer Pricing.

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

3.2 All-Inclusive Pricing.

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

3.3 Price Reductions and Sales Promotions.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

3.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

3.5 Delivery.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

3.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.
- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

4. INVOICING AND PAYMENTS.

4.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number



- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Pricing Response Form

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

- 4.2 No Invoice Without Authorization. Contractor shall not seek payment for any:
- a. Charges or fees not delineated in the contract.
 - b. Materials or services that have not been authorized on a purchase order.
 - c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
 - d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.
- 4.3 Timeliness of Claims. By A.R.S. § 11-622, all claims must be submitted to the County Board of Supervisors within six (6) months after service or product is received. Failure to submit a claim within this period of time will result in non-payment.
- 4.4 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct and approved invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 4.5 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 4.6 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 4.7 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
5. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

6. **IMPLIED LAW.** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully the stated in it.
7. **PUBLIC RECORD.** This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.
8. **CONTRACT ORDER OF PRECEDENCE.** All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
 - a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
 - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
 - e. Contract Exhibit(s) C (i.e. Responder’s Proposal Documents)
 - f. Other Contract Exhibits
 - g. Orders, in reverse chronological order
9. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
10. **SEVERABILITY.** Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.
11. **NO PAROL EVIDENCE.** The contract, including any documents incorporated into the contact by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.
12. **NO WAIVER.** Either party’s failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.
13. **CONTRACT ADMINISTRATION AND OPERATION.**

13.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Brisna Canizalez	Name: Candice Mishler
Address: PO Box 1348 Florence, AZ 85132	Address: 11217 N 23 RD Ave Phoenix, AZ 85029
Title: Procurement Officer	Title: Director
Email: Purchasing@Pinal.gov	Email: CandiceM@doegedevelopment.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

13.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

13.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County’s demand, the choice of which being at the County’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

13.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.

13.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.

13.6 Acceptance of Work.

- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.
- b. **Services.** The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

13.7 Ownership of Intellectual Property.

- a. **Rights in Work Product.** Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor,

provided that County has Government Purpose Rights to that work product as and when it was delivered to County.

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

13.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint



venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.

- 13.9 Non-Discrimination. Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 13.10 E-Verify Requirements. As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 13.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 13.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.
- 13.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 13.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 13.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence.

Transaction privilege taxes apply to the sale and 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. 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. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

- 13.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 13.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.
- 13.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 13.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an

explosive device in a County building is a material breach of contract and grounds for termination for default.

- b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 “Right to Offset.”

13.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

13.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

14. CONTRACT CHANGES.

14.1 Contract Amendments. The contract is issued under the authority of the County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

14.2 Signing of Contract Amendments. Contractor’s counter-signature (or “approval”) of contract modifications is not required to give effect if the contract amendment only covers either:

- a. Extension of the term of the contract within the maximum aggregate term;
- b. Revision to Procurement Officer appointment or contact information; or
- c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties’ signature (or “approval”) of a contract modification is required to give it effect.

14.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer’s prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor’s proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor

possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

15. RISKS AND LIABILITIES

- 15.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 15.2 Contractor Insurance. Without limiting any of the Contractor's obligations or liabilities, the Contractor, at Contractor's expense, and any tier of Subcontractor shall purchase and maintain the minimum insurance listed below, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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 work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

- (1) Commercial General Liability (CGL). Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor’s work or service.

- (2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor’s owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor’s work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor’s work or service.

- (3) Workers’ Compensation and Employer’s Liability.

Workers’ Compensation	Statutory
Employer’s Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902(E), and when such Contractor executes the appropriate waiver form.

- (4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.
- (5) Technology or Cyber Liability. Technology or Cyber Liability insurance with a minimum of \$1,000,000 per claim and \$2,000,000 aggregate. Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

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

(1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and non-contributory to insurance carried by the County, its agents, officials, or employees.

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

- c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.
- d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. 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 or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

15.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:



- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

15.4 Public Health Information Indemnification. Not applicable (N/A).

15.5 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- c. County may elect to participate in such action at its own expense; and
- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

15.6 Force Majeure.

- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its

performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

15.7 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

16. WARRANTIES

16.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.

16.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

- a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
- b. Be free from defects of material and workmanship;
- c. Conform to or perform in a manner consistent with current industry standards; and
- d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

- 16.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 16.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 16.5 Data Protection and Confidentiality of Records.
- a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
- (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
- (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
- b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: <https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>

c. Protected Health Information. N/A.

- 16.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 16.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 16.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include “anti-lobbying” provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County’s benefit or on the County’s behalf.
- 16.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. 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 Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

17. COUNTY’S CONTRACTUAL REMEDIES

- 17.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County’s option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 17.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 17.3 Non-exclusive Remedies. The County’s rights and remedies under the contract are not exclusive.

- 17.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 17.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

18. CONTRACT TERMINATION

- 18.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 18.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 18.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 18.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it

all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

18.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

- a. Comply with any requirement, term, or condition of the contract;
- b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
- c. Make satisfactory progress in carrying out the work; or
- d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

19. CONTRACT CLAIMS

19.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.

19.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq.* The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

20. ADDITIONAL CONTRACT TERMS

20.1 Performance and Payment Bonds. In accordance with 2 CFR § 200.326 and A.R.S. § 34-222, upon award and signing of this contract, Contractor shall furnish to County a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in the manner and pursuant to the conditions required by law, and acceptable to Pinal County. The bonds shall be issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and executed by Contractor and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The bonds shall not be executed by an individual surety or sureties.

- 20.2 HUD and ARPA Funding Requirements. Contractor and its subcontractors shall comply in all respects with U.S. Department of Housing and Urban Development (HUD) and American Rescue Plan Act of 2021 (ARPA) requirements and all material and applicable terms and conditions of HUD and ARPA funding objectives and obligations, including, any rules, regulations, and performance and reporting requirements which may be imposed after the date of this contract. Contractor understands that HUD and ARPA funds must be obligated by December 31, 2024, and HUD funds must be expended for allowable expenditures no later than September 30, 2025, and ARPA funds must be expended for allowable expenditures no later than December 31, 2026. Therefore, no activities or construction under this contract is authorized after December 31, 2026, and no payments are authorized for any construction completed after December 31, 2026.
- 20.3 Reporting. Contractor agrees to provide all data and information for all reporting required by HUD and under ARPA. Contractor acknowledges and agrees it has a continuing obligation to supply data and records to County in accordance with all reporting requirements pursuant to HUD and ARPA rules, regulations, and performance and reporting requirements, including HUD and ARPA rules, regulations, and performance and reporting requirements which may be imposed after the date of this contract.
- 20.4 Certification Pursuant to A.R.S. § 35-394. Contractor certifies that it does not currently, and agrees for the duration of this contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People’s Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of this contract that Contractor is not in compliance with this written certification, Contractor shall notify County within five business days after becoming aware of the noncompliance. If Contractor does not provide County with a written certification that Contractor has remedied the noncompliance within 180 days after notifying County of the noncompliance, this contract shall terminate, except that if this contract’s termination date occurs before the end of the remedy period this contract shall terminate on this contract’s termination date.
- 20.5 Fingerprinting. If required, and only to the extent required, Contractor shall comply with the fingerprinting provisions in A.R.S. § 15-512(H).



This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

DOEGE DEVELOPMENT, LLC
11217 N 23rd Ave
Phoenix, AZ 85029

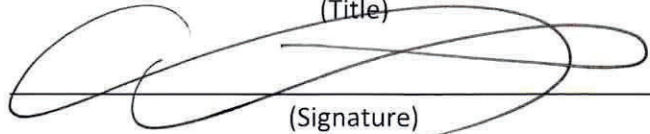
BY: Stephen Q. Miller
(Name)

BY: Candice Mishler
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

Director
(Title)

(Signature)


(Signature)

DATE: February 05, 2025

DATE: 1-22-25

Approved as to Legal Content:

 1/23/25

Pinal County Attorney's Office (Date)



To: Pinal County Board of Supervisors
From: Kristen Grieco, Procurement Officer
Date: February 5, 2025
Re: Contract Award of RFQ #252230 In Home Detention and Alcohol Monitoring

Background

Request for Quote 252230 was published to solicit proposals from qualified suppliers to provide In Home Detention and Alcohol Monitoring for the Courts Department.

Selection Process

Two (2) proposals were received and opened on January 10, 2025, at 2:05 p.m., and both proposals were deemed responsive and responsible and were evaluated by a three-person committee. Proposals were scored on Method of Approach, Capacity of the Responder, Cost, and Conformance to Terms and Conditions. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

SCRAM of Arizona
Fisheye Investigation Group

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 252230RFQ In Home Detention and Alcohol Monitoring to SCRAM of Arizona and Fisheye Investigation Group. The term of the proposed contract is an initial one (1) year term beginning February 12, 2025 through February 11, 2026 with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is \$0 as this is a participant funded program.

The Board is also requested to authorize the Office of Budget and Finance Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to Kristen Grieco, Procurement Officer.

Respectfully submitted,

Kristen Grieco

Kristen Grieco
Procurement Officer
(520) 866-6639
Kristen.Grieco@pinal.gov

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132
T 520-866-6250 F 520-866-6944

www.pinal.gov

Angeline Woods
Director
Budget and Finance



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

Attachment: Evaluation and Award Determination

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132
T 520-866-6250 F 520-866-6944

www.pinal.gov

February 5, 2025

**RFQ 252230 In Home Detention and Alcohol Monitoring
 Evaluation and Award Determination**

In accordance with the Pinal County Procurement Code, SCRAM of Arizona and Fisheye Investigation Group have been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	Capacity of the Responder	Method of Approach	Conformance	Cost
Supplier	/ 1,000 pts	/ 330 pts	/ 470 pts	/ 100 pts	/ 100 pts
SCRAM of Arizona	947	314	460	100	73
Fisheye Investigation Group	805	234	371	100	100

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Kristen Grieco.

Kristen Grieco
 Procurement Officer
 (520) 866-6639
 Kristen.Grieco @pinal.gov

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132
 T 520-866-6250 F 520-866-6944

www.pinal.gov

**Contract 252230RFP
In Home Detention & Alcohol Monitoring**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and SCRAM of Arizona, (Contractor), whose primary address is 2 North Central Avenue, 18th Floor, Phoenix, AZ 85004

1. **CONTRACT TERM.** The resultant contract term will commence on February 12, 2025, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

4. **PRICING**

4.1 **Most Favored Customer Pricing.**

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

4.2 **All-Inclusive Pricing.**

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and

profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered. There is no guarantee the County will accept the price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. Requests for price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.
- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

5. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Pricing Response Form

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov

Pinal County Office of Budget & Finance
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.2 Milestones and Retainage. N/A

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County
9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
 - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
 - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
 - f. Other Contract Exhibits
 - g. Orders, in reverse chronological order
10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an

employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

11. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

13. NO WAIVER. Either party’s failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

14. CONTRACT ADMINISTRATION AND OPERATION.

14.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Kristen Grieco	Name: Danny Prokosch
Address: 31 N. Pinal St PO Box 1348 Florence, AZ 85132	Address: 2 North Central Avenue 18 th Floor Phoenix, AZ 85004
Title: Procurement Officer	Title: VP of Business Development
Email: Purchasing@Pinal.gov	Email: dprokosch@scramca.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.



- 14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County’s demand, the choice of which being at the County’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

- b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

14.7 Ownership of Intellectual Property.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.

14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

14.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

14.12 **Estimated Quantities.** Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform

as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

- 14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and 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. 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. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract.

Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
 - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."
- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration

of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People’s Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

15. CONTRACT CHANGES.

15.1 Contract Amendments. The contract is issued under the authority of the Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

15.2 Signing of Contract Amendments. Contractor’s counter-signature (or “approval”) of contract modifications is not required to give effect if the contract amendment only covers either:

- a. Extension of the term of the contract within the maximum aggregate term;
- b. Revision to Procurement Officer appointment or contact information; or
- c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties’ signature (or “approval”) of a contract modification is required to give it effect.

15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer’s prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor’s proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

- 16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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 work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

- (1) Commercial General Liability (CGL). Commercial General Liability with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

- (2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor’s work or service.

(3) Workers’ Compensation and Employer’s Liability.

Workers’ Compensation	Statutory
Employer’s Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902 (E), and when such Contractor executes the appropriate sole proprietor waiver form.

(4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.

(5) Technology or Cyber Liability. Technology or Cyber Liability insurance in an amount not less than \$ 1,000,000 per claim and \$2,000,000 in aggregate. Insurance shall include coverage for cloud computing, mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized acces and sue, as well as introduction, implantation or supread of mailicious software code.

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

(1) The Contractor’s General and Auto Liability policies shall be primary and noncontributory to any self insurance or insurance carried by the County, its agents, officials, or employees.

(2) Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this contract.



- c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.
- d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. 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 or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims

in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 Public Health Information Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities ("Indemnitees"), costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind, including but not limited to, personal injury or property damage, loss or injury, including death, violations of HIPAA (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Contractor or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Contractor's performance under this Agreement or Service Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

16.5 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- c. County may elect to participate in such action at its own expense; and
- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

16.6 Force Majeure.



- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

16.7 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

- 17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:
 - a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
 - b. Be free from defects of material and workmanship;
 - c. Conform to or perform in a manner consistent with current industry standards; and
 - d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

- 17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 17.5 Data Protection and Confidentiality of Records.
- a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
 - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
 - b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration



(GSA Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)

NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

- c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information (“PHI”) and electronic PHI (“ePHI”) as defined in the Privacy Rule referred to below), it:
- (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the “Privacy Rule” in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (iii) the County’s current and published PHI/ePHI privacy and security policies and procedures;
 - (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular “Business Associate Agreements” in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: <http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>
- 17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include “anti-lobbying” provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County’s benefit or on the County’s behalf.
- 17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. 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 Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

18. COUNTY'S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

- 19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:
- a. Comply with any requirement, term, or condition of the contract;
 - b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
 - c. Make satisfactory progress in carrying out the work; or
 - d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or

services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

- 20.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.
- 20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq.* The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

SCRAM OF ARIZONA
2 N. Central Avenue, 18th Fl.
Phoenix, AZ 85004

BY: _____
(Name)

(Title)

(Signature)

DATE: _____

BY: Danny Prokosch
(Name)

VP Business Development
(Title)

[Signature]
(Signature)

DATE: 1/29/2025

Approved as to Legal Content:

[Signature]
Pinal County Attorney's Office

01/22/25
(Date)

Exhibit A
Scope of Work

To be included as a separate exhibit to the contract.
The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.

Exhibit B
Contract Pricing

To be included as a separate exhibit to the contract. Pricing reflects final negotiated contract pricing.

Exhibit C
Responder's Proposal

To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

**Contract 252230RFP
In Home Detention & Alcohol Monitoring**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Fisheye Investigation Group, (Contractor), whose primary address is 112 N. Central Avenue, Suite 700F, Phoenix AZ 85004.

1. **CONTRACT TERM.** The resultant contract term will commence on February 12, 2025, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

4. PRICING

4.1 Most Favored Customer Pricing.

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

4.2 All-Inclusive Pricing.

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and



profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered. There is no guarantee the County will accept the price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. Requests for price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.
- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

5. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Pricing Response Form

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov

Pinal County Office of Budget & Finance
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.2 Milestones and Retainage. N/A

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County
9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
 - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
 - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
 - f. Other Contract Exhibits
 - g. Orders, in reverse chronological order
10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an

employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

11. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

13. NO WAIVER. Either party’s failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

14. CONTRACT ADMINISTRATION AND OPERATION.

14.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Kristen Grieco	Name: Sharnai Fisher
Address: 31 N. Pinal St PO Box 1348 Florence, AZ 85132	Address: 112 N. Central Ave Suite 700F Phoenix, AZ 85004
Title: Procurement Officer	Title: CEO / Owner
Email: Purchasing@Pinal.gov	Email: s.fisher.ent@gmail.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.



- 14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County’s demand, the choice of which being at the County’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

- b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

14.7 Ownership of Intellectual Property.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.

14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

14.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

14.12 **Estimated Quantities.** Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform

as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

- 14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and 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. 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. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract.

Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
 - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."
- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration

of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People’s Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

15. CONTRACT CHANGES.

15.1 Contract Amendments. The contract is issued under the authority of the Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

15.2 Signing of Contract Amendments. Contractor’s counter-signature (or “approval”) of contract modifications is not required to give effect if the contract amendment only covers either:

- a. Extension of the term of the contract within the maximum aggregate term;
- b. Revision to Procurement Officer appointment or contact information; or
- c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties’ signature (or “approval”) of a contract modification is required to give it effect.

15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer’s prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor’s proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

- 16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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 work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

- (1) Commercial General Liability (CGL). Commercial General Liability with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

- (2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor’s work or service.

(3) Workers’ Compensation and Employer’s Liability.

Workers’ Compensation Employer’s Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902 (E), and when such Contractor executes the appropriate sole proprietor waiver form.

(4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.

(5) Technology or Cyber Liability. Technology or Cyber Liability insurance in an amount not less than \$ 1,000,000 per claim and \$2,000,000 in aggregate. Insurance shall include coverage for cloud computing, mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized acces and sue, as well as introduction, implantation or supread of mailicious software code.

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

(1) The Contractor’s General and Auto Liability policies shall be primary and noncontributory to any self insurance or insurance carried by the County, its agents, officials, or employees.

(2) Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this contract.

- c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.
- d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. 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 or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims

in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 Public Health Information Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities ("Indemnitees"), costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind, including but not limited to, personal injury or property damage, loss or injury, including death, violations of HIPAA (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Contractor or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Contractor's performance under this Agreement or Service Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

16.5 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- c. County may elect to participate in such action at its own expense; and
- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

16.6 Force Majeure.

- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

16.7 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

- 17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:
 - a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
 - b. Be free from defects of material and workmanship;
 - c. Conform to or perform in a manner consistent with current industry standards; and
 - d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

- 17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 17.5 Data Protection and Confidentiality of Records.
- a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
 - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
 - b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration



(GSA Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)

NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

- c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information (“PHI”) and electronic PHI (“ePHI”) as defined in the Privacy Rule referred to below), it:
- (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the “Privacy Rule” in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (iii) the County’s current and published PHI/ePHI privacy and security policies and procedures;
 - (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular “Business Associate Agreements” in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: <http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>
- 17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include “anti-lobbying” provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County’s benefit or on the County’s behalf.
- 17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. 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 Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

18. COUNTY'S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

- 19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:
- a. Comply with any requirement, term, or condition of the contract;
 - b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
 - c. Make satisfactory progress in carrying out the work; or
 - d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or

services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

- 20.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.
- 20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq.* The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

FISHEYE INVESTIGATION GROUP
112 N. Central Avenue, Suite 700F
Phoenix, AZ 85004

BY: _____
(Name)

BY: Sharnai Fisher
(Name)

(Title)

CEO / OWNER
(Title)

(Signature)

[Handwritten Signature]
(Signature)

DATE: _____

DATE: 22 JAN 2025

Approved as to Legal Content:

[Handwritten Signature] 01/22/25
Pinal County Attorney's Office (Date)

Exhibit A
Scope of Work

To be included as a separate exhibit to the contract.
The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.

Exhibit B
Contract Pricing

To be included as a separate exhibit to the contract. Pricing reflects final negotiated contract pricing.

Exhibit C
Responder's Proposal

To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

To: Pinal County Board of Supervisors
From: Riley Brimhall, Procurement Officer
Date: February 5, 2025
Re: Contract Amendment for RFP #204126 – Towing Services for PCSO

It is requested the Board approve a contract term extension with the following suppliers who provide Towing Services for PCSO :

A Secure Towing LLC	K & R Towing and Management
Absolute Towing and Recovery	Knight Towing LLC
Apache Sands	Mammoth towing & service
Axle Towing & Impound, LLC	Phoenix Metro Towing
Catalina Towing & Recovery	San Tan Valley Towing
CL King Towing	Secured Rite Towing
D & S Towing	Southwest 24 Hour Towing
Eddies Towing Inc.	Star Towing
Elite Towing, LLC	Stay Up Towing, LLC
Hughes Towing	

The County has spent approximately \$10,000 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on March 14, 2025. The new term, if approved, will begin on March 15, 2025, and will continue through March 14, 2026. After this extension, no further extensions remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

Riley Brimhall

Riley Brimhall
Procurement Officer
(520) 866-6008
Riley.Brimhall@pinal.gov

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132
T 520-866-6250 F 520-866-6944

www.pinal.gov



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: A Secure Towing LLC

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Absolute Towing and Recovery, Inc.

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Apache Sands

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Axle Towing & Impound LLC

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Catalina Towing & Recovery

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: CL King Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: D & S Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Eddies Towing, Inc.

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Elite Towing LLC

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

<u>X</u>	<u>X</u> <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Hughes Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

<u>X</u>	<u>X</u> <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: K & R Towing and Management, Inc.

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

<u>X</u>	<u>X</u> <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Knight Towing LLC

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

<u>X</u>	<u>X</u> <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Mammoth Towing & Service

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Phoenix Metro Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: San Tan Valley Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Secured Rite Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

<u>X</u>	<u>X</u> <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Southwest 24 Hr Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Star Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

<u>X</u>	<u>X</u> <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Stay Up Towing LLC

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

<u>X</u>	<u>X</u> <u>February 5, 2025</u>
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

To: Pinal County Board of Supervisors

From: Eric Zander, CSCP, Procurement Officer

Date: February 5, 2025

Re: Contract Amendment for RFP #240829 Maintenance, Repair, and Operating Supplies, including Generator Maintenance Services

It is requested the Board approve a contract term extension with the following suppliers who provide maintenance, repair, and operating supplies for Pinal County Countywide.

Advanced Mechanical Services, LLC
Arizona Generator Technology dba Gen-Tech
Central Power Systems & Services
Global Equipment Company Inc.
Ruggiero's Ace Hardware

The County has spent approximately \$300,000 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on February 6, 2025. The new term, if approved, will begin on February 7, 2025, and will continue through February 6, 2026. After this extension, three (3) one-year optional extensions will remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

Eric Zander

Eric Zander, CSCP
Procurement Officer
(520) 866-6644
Eric.Zander@pinal.gov

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132
T 520-866-6250 F 520-866-6944

www.pinal.gov

Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: RFP 240829
Amendment # 1
Procurement Officer: Eric Zander, CSCP
Eric.Zander@pinal.gov

Maintenance, Repair, and Operating Supplies, including Generator Maintenance Services

Contractor Name: **Advanced Mechanical Services, LLC**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to February 6, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X February 5, 2025
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: RFP 240829
Amendment # 1
Procurement Officer: Eric Zander, CSCP
Eric.Zander@pinal.gov

Maintenance, Repair, and Operating Supplies, including Generator Maintenance Services

Contractor Name: **Arizona Generator Technology dba Gen-Tech**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to February 6, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X February 5, 2025
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: RFP 240829
Amendment # 1
Procurement Officer: Eric Zander, CSCP
Eric.Zander@pinal.gov

Maintenance, Repair, and Operating Supplies, including Generator Maintenance Services

Contractor Name: **Central Power Systems & Services**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to February 6, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X February 5, 2025
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: RFP 240829
Amendment # 1
Procurement Officer: Eric Zander, CSCP
Eric.Zander@pinal.gov

Maintenance, Repair, and Operating Supplies, including Generator Maintenance Services

Contractor Name: **Ruggiero's Ace Hardware**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to February 6, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X February 5, 2025
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

To: Pinal County Board of Supervisors

From: Eric Zander, CSCP, Procurement Officer

Date: February 5, 2025

Re: Contract Amendment for RFP #241729 Printing and Mailing of Election Materials

It is requested the Board approve a contract term extension with K & H Election Services who provides Printing and Mailing of Election Materials for the Pinal County Elections Department and Records Office.

The County has spent approximately \$500,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on February 6, 2025. The new term, if approved, will begin on February 7, 2025, and will continue through February 6, 2026. After this extension, three (3) one-year optional extensions will remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

Eric Zander

Eric Zander, CSCP
Procurement Officer
(520) 866-6644
Eric.Zander@pinal.gov

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132
T 520-866-6250 F 520-866-6944

www.pinal.gov

Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

**Contract: # 241729 RFP
Amendment # 1**
Procurement Officer: Eric Zander, CSCP
Eric.Zander@pinal.gov

RFP #241729 Printing & Mailing of Election Materials

Contractor Name: **K & H Election Services**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to February 6, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X February 5, 2025
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	

To: Pinal County Board of Supervisors

From: Lorina Gillette, CPPB, Procurement Officer

Date: February 5, 2025

Re: Contract Amendment for ROQ #243629 Engineering Design of the East-West Corridor

It is requested the Board approve a contract term extension with Jacobs Engineering who provides engineering design services for the East-West Corridor for the Development Services Department.

The County has spent approximately \$2,604,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on February 20, 2025. The new term, if approved, will begin on February 21, 2025, and will continue through February 20, 2026. After this extension, three (3) one-year optional extensions will remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

Lorina Gillette

Lorina Gillette, CPPB
Procurement Officer
(520) 866-6262
Lorina.Gillette@pinal.gov

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132
T 520-866-6250 F 520-866-6944

www.pinal.gov

Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: 243629ROQ
Amendment # 1
Procurement Officer: Lorina Gillette, CPPB
Lorina.Gillette@pinal.gov

Engineering Design of the East-West Corridor

Contractor Name: **Jacobs Engineering**

Pursuant to Paragraph 4 (Contract Extension), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to February 20, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X February 5, 2025
Stephen Q. Miller, Chairman	Date
Pinal County Board of Supervisors	



Purchase Requisition

Req. Number
172467

Req. Date: 1/17/2025
Page: 1 of 1

Department Contact: HANSEN, JENNIFER Phone: - Branch Plant: SHERIFF Fund Source: SHERIFF MISCELLANEOUS FUND	Ship to: SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	Supplier: HANGER ONE AVIONICS INC 2026 PALOMAR AIRPORT RD CARLSBAD CA 92011 Phone: - Fax: -
---	--	---

Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov	Requested Delivery Date: 1/17/2025 Payment Terms: Net 30 Shipping Terms: FOB Destination
--	---

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Pinal County CI
Contract Number
Contract Expiry 8/12/2027

Reference: **This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.**

Vendor Contact: Ken Piland ken@h1avionics.com 858-349-5971

Department Contact: Corbiere Pecora corbiere.pecora@pinal.gov 520-437-6654 Jen Hansen Jen.hansen@pinal.gov 520-866-5144 James Rimmer james.rimmer@pinal.gov 520-709-1494

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS	BPO	Maintenance	\$650,000.00	\$650,000.00
				..	0	
2.00		LS	BPO	Equipment	\$75,000.00	\$75,000.00
3.00		LS	BPO	Software	\$75,000.00	\$75,000.00

Total Order: \$800,000.00

Competition Impracticable Justification Form

(In accordance with Pinal County Procurement Code PC1 - 349-351)



Requestor and Vendor Information

Requestor Name

DEANNE PEOBLE

Request Date

08/12/2024

Requestor Email

DEANNE.PEOBLE@PINAL.GOV

Requestor Extension OR Phone # *

5238

Department Name

SHERIFF

Requisition #

Suggested Vendor *

HANGAR ONE

Estimated Yearly Amount *

\$10,000,000.00

Item/Service to be Purchased: *

Airbus H125 completed and up-fitted with Search and Rescue capabilities to be delivered by May, 2025.

REQUESTOR: Reason for Requesting Competition Impracticable (Check All Applicable):

- Item or service has been determined as a County-wide standard:
- Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:
- Use of "certified" or specifically approved vendors of service equipment is required to maintain warranty of equipment:

Specifications of a particular item or service is such that there is not a comparable product on the market that could provide similar results or quality. Other manufacturers of this type of product or service do not meet our minimum requirements. For example, manufacturer & reason:

Explain: *

In June of 2024, we PCSO Search and Rescue was awarded \$9,450,000 to lease a helicopter. The stipulation of the grant is that the aircraft must be leased with the monies provided. When awarded the grant, we noticed it began in October 2022 and runs through October 2027. Due to the compressed timeframe for utilizing the grant funding, it is necessary to get a helicopter in place as quickly as possible to be able to fully utilize the available grant funds.

Hangar One is the only vendor who has an aircraft immediately available and currently o the production line, that can be outfitted and ready for purchase during the limited timeframe of the grant. Having an aircraft that is immediately available for outfitting will allow maximum use of these funds available for annual rental of the aircraft. Hangar One is able to meet this timeframe, largely due to the fact that, for the purposes of this transaction, they serve as a "one stop shop" in that they provide the financing, build-out, completion, maintenance, management, and training that are associated with an aircraft lease/purchase of this nature. Other potential vendors would require the county to contract with various other companies for these services which would significantly increase the time for production/purchase.

Other (includes course-specific material):

Supporting Documents Attachment (7)

FIN Purchasing Supporting Documents (Document Name – Max. 75 Characters)

- [- Dept: SHERIFF – Req Dt 8/12/2024 – Suggested Venor: HANGAR ONE – Vendor Name:](#)
- [- Dept: SHERIFF – Req Dt 8/12/2024 – Suggested Venor: HANGAR ONE – Vendor Name:](#)
- [- Dept: SHERIFF – Req Dt 8/12/2024 – Suggested Venor: HANGAR ONE – Vendor Name:](#)
- [- Dept: SHERIFF – Req Dt 8/12/2024 – Suggested Venor: HANGAR ONE – Vendor Name:](#)
- [- Dept: SHERIFF – Req Dt 8/12/2024 – Suggested Venor: HANGAR ONE – Vendor Name:](#)
- [- Dept: SHERIFF – Req Dt 8/12/2024 – Suggested Venor: HANGAR ONE – Vendor Name:](#)
- [- Dept: SHERIFF – Req Dt 8/12/2024 – Suggested Venor: HANGAR ONE – Vendor Name:](#)

Denied Information Section

Procurement Officer Denied Queue Comments



CAGE Maintenance - Impacts to SAM [Show Details](#)

Jan 16, 2025



See All Alerts

Entity Validation [Show Details](#)

Jan 16, 2025



[Home](#)

[Search](#)

[Data Bank](#)

[Data Services](#)

[Help](#)

Search

All Words

e.g. 1606N020Q02

Search Results

Saved Searches



Select Domain

All Domains



Filter By





Keyword Search


For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

Any Words 

All Words 

Exact Phrase 

e.g. 1606N020Q02

"Hanger One Avionics Inc" 

Federal Organizations

▼
⋮

Status



Active



Inactive

Reset



No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

Yes

Go back



Feedback

Our Website

- [About This Site](#)
- [Our Community](#)
- [Release Notes](#)
- [System Alerts](#)

Policies

- [Terms of Use](#)
- [Privacy Policy](#)
- [Restricted Data Use](#)
- [Freedom of Information Act](#)

Our Partners

- [Acquisition.gov](#)
- [USASpending.gov](#)
- [Grants.gov](#)
- [More Partners](#)

Customer Service

- [Help](#)
- [Check Entity Status](#)
- [Federal Service Desk](#)
- [External Resources](#)

[Accessibility](#)

[Contact](#)



⚠ WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY!"** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

Helicopter Dry Lease/Management Agreement

Management Administrator/Lessor:

Hangar One Avionics, Inc.
Ken Piland
2026 Palomar Airport Road
Carlsbad, California 92011
760-929-2270

Lessee:

Pinal County Sheriff's Office
971 North Jason Lopez Circle
Building C
Florence, Arizona 85132

Exhibit List:

- Exhibit 1: Quotation #202407-01
- Exhibit 2: Certificate of Liability Insurance – Hangar One Avionics, Inc.
- Exhibit 3: Hangar One Avionics, Inc. – Limited Warranty Policy

This Helicopter Dry Lease/Management Agreement is set forth between Hangar One Avionics, herein referred to as the lessor, and the Pinal County Sheriff's office, herein referred to as the lessee.

In consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. Hangar One Avionics will procure, complete and provide 1 new 2024 Airbus H-125 Single Engine Helicopter (Serial Number 9647) as indicated in Exhibit 1, Quotation #202407-01. The Airbus H-125 will be referred to as the helicopter within this agreement.
2. Payment schedule will be per the Dry Lease section of Exhibit 1. The Pinal County Sheriff's Office shall be billed by the Lessor and payable by the Lessee on a Net 60 payment, or as dictated by Pinal County Procurement Rules. Payment Schedule shall be as follows:
 - August 2024 – Deposit due at initial signing of Helicopter Dry Lease/Management agreement
\$1,000,000
 - September 2024 – Deposit required before picking up green aircraft from Airbus
\$4,000,000
 - May 2025 – Deposit required at time of completed aircraft delivery to Pinal County Sheriff
\$2,670,000
 - October 2025 – Yearly Lease/Management Fee – October 1 2025 thru September 30 2026
\$264,995.38
 - October 2026 – Yearly Lease/Management Fee – October 1 2026 thru September 20 2027
\$264,995.38

3. Any additional cost associated with the Helicopter that involves Lessor during the Lease/Management period will be invoiced monthly to Pinal County Sheriff's Office on a Net 60 payment schedule at a rate of Hangar One's actual cost plus a mark up of 15%, except a mark up of 2% shall apply towards any Engine and Airframe program known commonly through Airbus as "Power by the Hour" "PBH" or HCare. Costs that would be subject to the 15% markup could include such items as crew training, maintenance training, hoist, longline, or any other mission related training not provided in Exhibit 1. Equipment for mission requirements as determined by the Lessee in direct relation to the helicopter operations shall be included in the 15% markup. Examples of this equipment could include items such as additional hoist cables, mission equipment, or equipment needed in day to day operation of the helicopter. Any additional PBH purchased in excess of hours flown shall be subject to a mark up of no more than 2%.

4. The Pinal County Sheriff's Office (Lessee) shall assume all operational control of the aircraft once the aircraft is airworthy and has been delivered.

5. The Lessor shall deliver the helicopter with completed and current inspections, aircraft service bulletins, airworthiness directives, and airworthy requirements as indicated by the aircraft manufacturer and/or Federal Aviation Administration. The aircraft shall not have accumulated over 15 hours of flight time unless the flight time was approved by the Lessee, prior to helicopter delivery. Delivery shall take place at Hangar One's facility in Carlsbad, California. Travel, per-diem, or other expenses related to delivery of helicopter shall be at the expense of the lessee. If during delivery inspection, the helicopter is determined to not conform with Exhibit 1, or any additional in writing, signed, amendments to this agreement the lessee will notate the deviations and provide Lessor a reasonable amount of time in order to rectify the discrepancy. A reasonable amount of time will be negotiated between both parties but will not exceed industry standards. Lessor will provide Lessee with proof of Products & Completed Operations Liability coverage with a limit of \$10M each occurrence and \$10M annual aggregate. Proof of Hangarkeepers liability of \$10M, with coverage for test flights in the amount of \$5M is required if test flights are required by Lessor.

6. Hangar One shall maintain ownership of the Helicopter throughout this Lease/Management agreement. The Lessor shall not cancel this agreement prior to September 30th 2027. At the conclusion/completion of this agreement, the Lessee shall be offered the helicopter, for sale, for \$1.00 within 5 business days of this agreements termination. Ownership of the Helicopter and related equipment shall be promptly transferred to the Lessee after payment of \$1.00 is received. Any and all PBH shall be transferred to lessee along with any additional warranties and equipment associated with this agreement.

7. Lessee shall operate the Helicopter in a safe and appropriate manner as necessary to conduct all operations as deemed necessary to carry out Law Enforcement related activities to include training of lessee pilots and crew. The Helicopter shall be operated in compliance with and conform to all national, state, municipal, foreign (if operated outside of United States of America) and other laws or ordinances or regulations in any way relating to the possession, use, or maintenance of the Helicopter. The lessee shall have the sole discretion to operate the helicopter as provided by the lessor under Public Use or

Part 91 of the FAA regulations, or any other applicable FAA regulations the lessee deems necessary to carry out day-to-day mission requirements.

8. Lessee shall, at its own cost and expense, repair and maintain the Helicopter so as to keep it in good working order and operating condition. In this regard, Lessee shall pay for all inspections, routine and non-routine maintenance and all related labor. Lessee, at its discretion can choose which vendor is suitable to conduct said maintenance to include lessee employed or contracted maintenance personnel, or facility. If lessee chooses to have maintenance, to include any needed repair or inspection, at Hangar One Avionics, the 15% markup shall not apply, and such repairs would be completed at Hangar One's normal shop labor rates. Lessee shall be responsible for any damage or repair to the Helicopter which is caused by any negligence or misuse by Lessee or its unauthorized use.

9. The Helicopter shall not be subleased to any other entity and operational control must remain with the Lessee throughout this agreement.

10. The Helicopter will be delivered with remaining factory warranty, along with any manufacturer warranties on components provided or installed by Hangar One Avionics. Hangar One Avionics shall provide labor warranties as set forth in Lessor's company policy (Exhibit 3) as extended in their normal course of business.

11. HCare Pricing –

1. **Safran, Ariel 2D** Complete Engine Support By the Hour (SBH), Scope A - Excludes Non-repairable Accessories and Consumables)
 - 2024 Hourly = \$256; Ng Per Cycle = \$19.50
 - 2025 Hourly = \$269; Ng Per Cycle = \$20.50
 - 2026 Hourly = \$283; Ng Per Cycle = \$21.50
 - 2027 Hourly = \$297; Ng Per Cycle = \$22.50
2. **H125 Airframe, Dual Hydraulics** Full By the Hour (FBH) All Parts >\$250 Excluding Consumables) *Standard Warranty Discount Applies while in force*
 - 2024 Hourly = In Warranty \$174; Out of Warranty = \$289
 - 2025 Hourly = In Warranty \$182; Out of Warranty = \$302
 - 2026 Hourly = In Warranty \$190; Out of Warranty = \$316
 - 2027 Hourly = In Warranty \$199; Out of Warranty = \$320

HCare pricing shall be direct cost plus 2% when managed by Lessor. HCare Pricing is subject to market variation by the Aircraft Manufacturer or Engine Manufacturer. Items less than \$250.00 are excluded from HCare and will be paid for by Lessee or through Lessor as agreed upon on in a separate quotation provided at time of request and need.

12. Lessor shall assist the Lessee with facilitation of payment for any related taxes, license, or registration fees of the Helicopter, at the expense of the Lessee. The lessor shall not be responsible for any hangar, parking, tie-down, transient fees, insurance, fuel and regular operating fluids or any other maintenance fees, repairs, or inspections of the aircraft, or any other fees assumed by the Lessee without direct written consent or agreement between the parties. The Lessor is not responsible for any act of god or criminal use of the helicopter after delivery to the Lessee.

13. Lessee shall procure and continuously maintain liability and hull insurance of the Helicopter and such policy shall be in place once Airbus delivers Helicopter to Hangar One Avionics, Inc. Lessor shall not seek financial return of any funds resulting in the loss of, or damage to the helicopter. Any loss of, or damage to the helicopter shall be paid to Lessee if an insurance claim is paid out by Lessee's insurance company. The lessor shall be listed as an additional insured on said policy. Lessee shall provide a written copy of the original policy or certificate evidencing such insurance. Hull value shall be determined by the lessee but be no less than \$5,000,000 throughout the term of this agreement. Prior to Lessee taking delivery of the helicopter, Lessor shall name Lessee on Hangar One Avionics' Certificate of Insurance as an additional insured.

14. All efforts have been made by Lessor to ensure accurate quotations have been provided on costs associated with this Helicopter Dry Lease/Management Agreement. Any additional taxes or cost associated with the procurement, delivery, transfer or use of the helicopter shall be the responsibility of the Lessee. If the costs have not already been quoted to a reasonably assured amount, additional costs shall be negotiated in other agreements/contracts between parties set forth herein.

15. Default/Resolution. If lessee fails to make payment within specified period of not less than 60 days after demand has been made, the Lessor has the right to exercise any one or more of the following remedies: (i) take possession of the helicopter after written demand or notice, wherever it may be located, without court order or other process of law; (ii) terminate this agreement. Both parties agree to arbitration to resolve any disputes which arise in relation to this agreement. Arbitration shall be based in the State of Arizona. If after either right has been exercised by lessor, and payment is made by lessee within 60 days, the aircraft and equipment shall be returned to Lessee and the agreement resumed. ***County Procurement Policies regarding payment of outstanding debts supersede this agreement***

16. Entire Agreement. This agreement constitutes the entire agreement between the parties (not withstanding any other agreements henceforth dated hereafter and signed by both parties). It shall not be amended, altered or changed except by a further writing signed by the parties hereto.

17. Notices. Service of all notices under this agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time or at the parties last known address.

18. Assignment. Lessee or Lessor shall not assign this agreement or its interest in the Helicopter without prior written consent of both parties.

19. Force Majeure. Non-performance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the control of either party, and not caused by the negligence of either party or the non-conforming party.

20. Governing Law. This agreement shall be construed and enforced according to the laws of the State of Arizona, and any legal action shall be held in a court within the state of Arizona.

21. Agreed upon amendments. Any amendments shall be entered in the form of Exhibits and signed by both parties prior to acceptance of amendments.

22. Indemnification. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section, the parties to this agreement that are the subject of the Claim or Claims shall cooperate to the maximum extent possible.

Lessor Name

Ken Piland

Lessor Signature

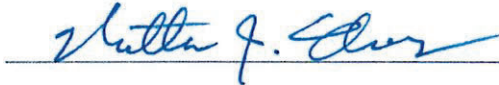


DATE: 8/15/24

Lessee Name

MATTHEW J. THOMAS

Lessee Signature



DATE: 08/06/2024

Pinal County Board of Supervisor(s) Name

Mike Goodman

Pinal County Board of Supervisor(s) Signature

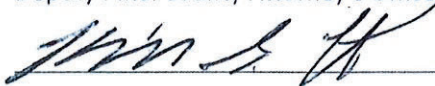


DATE: ^{ms}08/14/2024

Deputy Pinal County Attorney Name

Kevin Costello

Deputy Pinal County Attorney's Office Signature



DATE: 8/6/24



Exhibit 1

QUOTATION

Date: 7/16/24
 Quote #: 20240716-1
 Quote Valid Until: 12/30/2024

Bill To: Pinal County Sheriff

TERMS: See below
 Aircraft Reg: TBD
 Aircraft Type: H125
 Aircraft S/N: TBD

Attn:
 Ph:
 Fx:
 Email:

STATEMENT OF WORK
 Pinal County Sheriff

Qty	PART NUMBER	DESCRIPTION	TOTAL
1	H125	2023 Airbus H125 New Helicopter - 3 year or 2000 hour whichever comes first.	3,998,794.74
1	Factory Options	<ul style="list-style-type: none"> • Air Cond B3 RSG • Aft Bulkhead hard points • Battery relocation RG390 to tailboom • cable cutter R/P w/o wiper defl • extended-extended seat rail - RH/LH • Door- LH/RH sliding door-stainless steel rub strips • Door- LH/RH Short tour clear • Paint 	431,182.00
1	Collective Barrier	Collective Barrier - Custom design, includes USB charge ports.	6,075.00
1	350A73-1590-01	Install Copilot Collective Quick Disconnect Mod	13,768.18
1	BOOST SYSTEM	Boost HEC system	155,347.50
1	200-470-00	Install Onboard System Cargo Hook Swing System with load cell	103,268.00
1	350-200264-03	Install a RH cargo Mirror kit from Airbus Canada	5,408.49
1	HTAWS	GTN-750 HTAWS Enablement	7,870.31
1	Video Enablement	Video enablement card for Garmin G500HTxi	1,560.67
1	Mode A/C lock	Mode A/C lock enablement for transponder. Disables ADSB out from aircraft.	1,500.33
1	PA SYSTEM	Install AEM PA System.	58,290.13
1	Belly Light	Hoist Belly Light	11,533.33
1	100-5352	Life Port One (1) Wall Rack Assembly	18,147.50
1	375-3550-KIT	Life Port One (1) Wall Rack Install Kit	4,440.00
4	100-7115-03-1	Life Port Standard 16 inch flip up seat with 2 inch cushion - Color is dark grey.	73,400.00
1	ST2-267-01	One (1) Cargo pallet with brownline will attach to AFT wall seat rack for equipment mounts.	4,432.50
1	130-700414	Install Airbus Canada Blade Tie Down kit.	4,174.48
2	TBD	Install pilot and copilot seat back leather pockets.	3,845.00
1	GDL-69AH	Install a Garmin GDL-69AH Weather Data Link Receiver	16,923.21
1	GTS-800 Traffic	Install a Garmin GTS-800 Traffic system with dual GA58 antennas	32,666.67
1	Instrument Panel	Install an Airbus Expanded Instrument panel STC Kit.	54,573.85
1	Carbide Skid Shoes	Install AAI full length carbide skid shoes.	18,866.67
1	Door Shocks	Upper door shocks pilot/copilot	7,839.79
1	350APP401PBA02 350APP401PBB00 350APP402PB200	Install Copilot Flight Controls (collective / Cyclic / pedals).	39,538.15
1	C2F123M72	Install Loncoin #2 featherweight (123) black flooring	6,666.67
1	TRAKKA SYSTEM	Install a Trakka TC375 imager, Trakka TM100 mapping system, and Trakka TLX searchlight system.	923,129.41
1	Searchlight mount	Install an AMTECH AMT342 A frame searchlight mount to include upper dovetail and wedge.	31,733.33
1	Track and Balance	Install Track and Balance provisions. Includes two Accel's, one Mag Pick up and cables.	8,933.33
2	350A73-1572-02 & 350A73-1572-01	Install Extended Length outboard Tail Rotor Pedals. Pilot and Copilot.	3,288.67
1	Skid Camera	Install a HD bullet camera mounted on the tail boom facing forward which will display HD video on the G500HTxi.	11,298.67
1	Tail Rotor Camera	Install a HD bullet Camera pointing aft at the tail rotor. Video will be displayed on the G500HTxi screen.	11,298.67
1	RT7000	Cobham RT7000 system with Remote Head	300,610.00
1	Audio System	Install a Cobham Digital Audio System. (3 Mixer Panels). Includes copilot transmit foot switch.	113,135.00
4	AAL-280-050C1- 07Y2B2Y2CS	Supply 4 Alpine AeroTech Drop Cords.	2,906.67
1	GRA55	Install a Garmin GRA55 Radar Altimeter System. Includes RT, Two antennas, Radar Altimeter Enablement Card.	37,035.71
1	NVG	Aero Dynamix Cockpit NVG STC SR09456RC	66,987.50
2	Map Lights	Soderberg Lights	4,893.33

1	M803-28V-NVG-BAT	Install a Davtron Digital Clock.			2,364.00
1	DownPost and Dovetail	Purchase and Install AirFilm Downpost Utility Mount for Camera System, includes dovetail set.			32,850.00
1	1741320	Install a Facet Engine Oil Filter			12,408.09
1	121000-101	AFS Engine Barrier Filter			72,626.67
1	Rescue Hoist	Purchase and Install a UTC Aerospace Systems 500lb Rescue Hoist (Goodrich).			447,000.00
1	Hoist Light	Install NVG Hoist Light			6,266.67
1	Hoist Camera	Install Hoist Camera. Recording will be done on the Trakka.			8,066.67
1	Paint Touch up	Paint Touch Up for completion items.			6,200.00
1	Hobbs	Relocate Hobbs meter to instrument panel			300.00
1	GTN-750HXI	Install a Garmin GTN-750HXi NVG			34,975.00
1	350A82-1094-02	Install AHI Floor Tie Down Ring STC Kit.			16,607.44
2	Holder	Equipment retention holder in cockpit			2,266.67
1	Monitor	MacroBlue 17" Monitor.			37,333.33
2	USB	USB Charge Ports			3,133.33
1	HeliSAS	Install a Genesys HeliSAS Autopilot system. Can substitute Garmin GFC600H 3 axis autopilot for same price.			128,857.14
2	Door Windows Vertical Ret	Tec tool cabin comfort door windows tinted rear sliders			20,586.67
1	Window	Vertical Reference Window Large D350-567-025			26,331.25
1	P132	Install a Geneva Avionics P132 Switch Console.			63,464.29
1	Flight Stream 510	Garmin GTN-750 Flightstream Bluetooth card.			1,595.00
1	Search and Rescue	Enable search and rescue feature in the GTN.			2,095.00
					7,520,690.68
				Freight	25,000
				Sales Tax (8.7%)	654,300.09
				Total Price	\$ 8,199,990.77

Qty	Payment Date	DRY LEASE PURCHASE PAYMENT SCHEDULE	TOTAL
1	Aug 2024	deposit due at initial signing of lease agreement	1,000,000.00
1	Sept 2024	deposit required before picking up green helicopter from Airbus	4,000,000.00
1	May 2025	deposit required at time of completed aircraft delivery to Pinal County Sheriff	2,670,000.00
1	Oct 2025	Yearly Lease Management FEE October 1 2025 thru Sept 30 2026	264,995.38
1	Oct 2026	Yearly Lease Management FEE October 1 2026 thru Sept 30 2027	264,995.38
		Note: Any additional cost associated with the helicopter that involves Hangar One during the lease period will be invoiced monthly to Pinal County at a rate of Hangar One's actual cost plus a mark up of 15%.	
		Total Lease Payments	\$ 8,199,990.77

Thank you for your business!
2026 Palomar Airport Road, Carlsbad CA 92011 Ph: 760- 929-2270



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ASSURED PARTNERS AEROSPACE PO BOX 131178 CARLSBAD, CA 92013	CONTACT NAME: TIM HUTTER PHONE (A/C. No. Ext): 760-431-3998 FAX (A/C. No): 760-874-2875 E-MAIL ADDRESS: tim@paccoastaviation.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Endurance Assurance Corporation	
INSURED Hangar One Avionics, Inc. 2026 Palomar Airport Rd. Carlsbad, CA 92011	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		NAF6058469	01/01/24	01/01/25	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Hangarkeepers \$ 10,000,000
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<input type="checkbox"/>	OTHER (IF REQUIRED) PROFESSIONAL LIABILITY (or Cyber/Network Liability) Installation/Transit/Pollution/Aircraft, etc.						LIMITS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2024 Airbus H-125 Single Engine Helicopter (Serial Number 9647)

CERTIFICATE HOLDER

CANCELLATION

Pinal County Sheriff's Office 971 North Jason Lopez Circle Building C Florence, Arizona 85132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Limited Warranty Policy

Hangar One Avionics hereby warrants to buyer that the installation and integration services sold to buyer shall be free from defects in material and workmanship for a period of 1 year after delivery of aircraft to buyer. Hangar One's warranty does not extend to any defect, claim or damage attributable to the failure to operate and /or maintain the equipment in accordance with manufacturer's and Federal Aviation Agency specifications.

All new equipment sold by Hangar One Avionics is covered by the 1-year warranty term of the individual manufacturer's warranty. Hangar One does not supply any additional warranty for the equipment sold.

Thank you,

Ken Piland

Ken Piland
Manager



Purchase Requisition

Req. Number
172474

Req. Date: 1/21/2025
Page: 1 of 1

Department Contact: HANSEN, JENNIFER Phone: - Branch Plant: SHERIFF Fund Source: SHERIFF'S GRANTS	Ship to: SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	Supplier: STANDARD AERO LIMITED 707 FLIGHT RD WINNIPEG MB R3H 1A1 Phone: - Fax: -
--	--	---

Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov	Requested Delivery Date: 1/22/2025 Payment Terms: Net 30 Shipping Terms: FOB Destination
--	---

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Pinal County CI
Contract Number
Contract Expiry 1/21/2027

Reference: Order: #22316/7

Vendor Contact: vanessa.colivas@standardaero.com vanessa.colivas@standardaero.com

Department Contact: jen.hansen@pinal.gov luis.mundo@pinal.gov james.rimmer@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	1.00	EA	REV1	SOW2 Pinal RFW2 WP ..	\$23,586.10	\$23,586.10
2.00	1.00	EA	VER2	Additional Work Required AWR1	\$106,220.54	\$106,220.54
3.00	1.00	EA	VER1	Additional Work Required AWR2	\$47,958.98	\$47,958.98
4.00	1.00	EA	AWR3	Additional Work Required AWR3	\$137,131.33	\$137,131.33

Total Order: \$314,896.95

Competition Impracticable Justification Form

(In accordance with Pinal County Procurement Code PC1 - 349-351)



Requestor and Vendor Information

Requestor Name DEANNE PEOBLE	Request Date 01/31/2024
Requestor Email DEANNE.PEOBLE@PINAL.GOV	Requestor Extension OR Phone # * 5238
Department Name SHERIFF	Requisition # TBD
Suggested Vendor * STANDARD AERO	
Estimated Yearly Amount * \$500,000.00	
Item/Service to be Purchased: * Aviation maintenance for the Huey	

REQUESTOR: Reason for Requesting Competition Impracticable (Check All Applicable):

- Item or service has been determined as a County-wide standard:
- Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:
- Use of "certified" or specifically approved vendors of service equipment is required to maintain warranty of equipment:
- Specifications of a particular item or service is such that there is not a comparable product on the market
- that could provide similar results or quality. Other manufacturers of this type of product or service do not meet our minimum requirements. For example, manufacturer & reason:

Explain: *

Standard Aero was previously a contracted vendor for PCSO aviation. This company has provided services on the Huey for several years. The consistency and familiarity with major overhauls and upgrades to our aircraft is of major importance. They are a highly rated Bell service center that specializes in Huey and UH1 aircraft.

- Other (includes course-specific material):

Supporting Documents Attachment (0)

FIN Purchasing Supporting Documents (Document Name – Max. 75 Characters)

Denied Information Section

Procurement Officer Denied Queue Comments

Procurement FINAL

Procurement FINAL Approval Name

Procurement FINAL Approval Date

Contract # - if applicable

120456

Vendor #

Vendor Name

STANDARD AERO LIMITED

Execution Date

Retention Date

Denied Information Section

Procurement Officer Denied Queue Comments



Mike Goodman, Chairman
Pinal County Board of Supervisors

February 21, 2024

Date



Customer: 22375
Contract No: 240092
Description: SOW2, AWR1, AWR2 & AWR3

Date: Jan/22/2025
Estimate: 44 50077 Ver. 1
Order/Task: 22316/7

PINAL COUNTY SHERIFF

Attn: Luis Mundo

Contract No: 240092

**Teardown/Evaluation Quote
SOW2, AWR1, AWR2 & AWR3
UH-1H3
S/N: 73-22097**

Presented by: VANESSA COLIVAS, Customer Support, StandardAero
604-514-7357 vanessa.colivas@standardaero.com



Customer: 22375
Contract No: 240092
Description: SOW2, AWR1, AWR2 & AWR3

Date: Jan/22/2025
Estimate: 44 50077 Ver. 1
Order/Task: 22316/7

Teardown/Evaluation Quote

StandardAero is pleased to present you with our quote for Additional Modifications (SOW2) and Additional Work Required (AWR1, AWR2 & AWR3) for your UH-1H3, S/N: 73-22097, as referenced on your Contract No: 240092, PO#: TBD.

Please see below for the pricing and detail summary:

Estimate Price Summary	
SOW2 Pinal RFW2 WP Rev.1	\$23,586.10
Additional Work Required AWR1 Ver.2	\$106,220.54
Additional Work Required AWR2 Ver.1	\$47,958.98
Additional Work Required AWR3 Ver.1	\$137,131.33
Total Estimate	\$314,896.95



Customer: 22375
Contract No: 240092
Description: SOW2, AWR1, AWR2 & AWR3

Date: Jan/22/2025
Estimate: 44 50077 Ver. 1
Order/Task: 22316/7

TERMS & CONDITIONS

IMPORTANT - Please read carefully

1. **Budgetary Estimate.** This estimate has been prepared on a sight-unseen basis using information provided by Customer. It is a rough order of magnitude (ROM) price intended solely for budgetary purposes. Unless otherwise specified, final invoice(s) will be based on standard shop time & material rates for actual work performed and parts embodied.

2. **Escalation.** All pricing is in 2025 U.S. Dollars and may be subject to escalation in future years.

3. **TAT.** The estimated turnaround time (TAT) for the stated workscope is from the date of receipt of the unit/aircraft, receipt of the purchase order or approval of the estimate, whichever is later, until the date of completion. This TAT is subject to Excusable Delay as provided in StandardAero's Customer Terms and Conditions – Services, referenced herein below.

4. **Safety.** Customer will provide compliance status for all applicable mandatory directives and bulletins. StandardAero reserves the right to refuse to test a unit or fly an aircraft with any outstanding flight safety issues.

5. **Shipping.** Unless otherwise stated, StandardAero will make all units available to a mutually agreed common carrier in accordance with the terms of Ex-Works (EXW – Incoterms 2010) at StandardAero's facility located in Richmond or Langley (as applicable), British Columbia, Canada.

6. **Removed Parts.** Parts identified to be removed or replaced excluded shall be disposed of, which may include mutilation or destruction, as mandated by OEM requirements or, in the absence of such requirements, shall be retained by and become the property of StandardAero unless otherwise directed by Customer at the time of approving this estimate.

7. **Customer Parts.** Any Customer-supplied parts will be subject to an incorporation fee of 5% of the value of the part, up to a maximum of \$500.00 per part. Customer may supply up to a maximum of 30 unique part-numbered parts.

8. **Validity.** This estimate is valid for 30 days from the date of this estimate and is subject to approved credit terms.

9. **Exchanges. (if applicable)** All core units must be received by StandardAero within 45 days after Customer's receipt of an exchange unit. Supplemental charges may result unless core units are accompanied by complete records and removal entries without evidence of abnormal conditions, including but not limited to FOD, over-speed, over-temperature, hard landing, saltwater immersion or accident.

10. **Helicopter Operation. (if applicable)** Customer is responsible for all procedures and costs related to releasing the aircraft back to service after completion of work, including any and all costs associated with the operation of the helicopter, including but not limited to pilot fees, fuel and oil.

11. **Travel. (if applicable)** Travel costs, if specifically stated, are approximations based on information available at the time of this estimate. Final invoices for all travel-related costs will be indexed to actual costs incurred, except travel labor time and technician per diems which have set daily rates. If no travel costs are specifically stated in this estimate, such costs are excluded.

12. **Freight. (if applicable)** Parts pricing in this estimate includes a 2.5% freight charge.

Services provided by StandardAero shall be governed by the Helicopter Services "Customer Terms & Conditions – Services," which are hereby incorporated in full by this reference, and are available at www.standardaero.com//Portals/0/Documents/Legal/HeliCustomerTerms-Services.pdf or will be sent to you upon request. All Services provided are conditional upon acceptance of all of the terms and conditions on its face and incorporated herewith including the "Customer Terms & Conditions – Services." The terms may not be amended without StandardAero's written consent.

www.standardaero.com//Portals/0/Documents/Legal/HeliCustomerTerms-Services.pdf



Customer: 22375
Contract No: 240092
Description: SOW2, AWR1, AWR2 & AWR3

Date: Jan/22/2025
Estimate: 44 50077 Ver. 1
Order/Task: 22316/7

Accepted By Name: _____
Title: _____
PO#: _____

Final Quotation Grand Total: \$314,896.95

If you have any questions or concerns, please do not hesitate to contact us.



STANDARD AERO LIMITED

Unique Entity ID NQMZHBRH6L67	CAGE / NCAGE 36213	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date May 28, 2025	
Physical Address 707 Flight RD Winnipeg, Mb R3H 1C6 Canada	Mailing Address 707 Flight RD Winnipeg, Mb R3H 1C6 Canada	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Not Applicable	State / Country of Incorporation (blank) / Canada	URL (blank)

Registration Dates

Activation Date May 31, 2024	Submission Date May 28, 2024	Initial Registration Date Apr 30, 2007
--	--	--

Entity Dates

Entity Start Date Oct 1, 1911	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE 65NU0	Legal Business Name STANDARD AERO AVIATION HOLDINGS, INC.
----------------------	---

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 36213

Points of Contact

Electronic Business

✎ EDGAR A. CHAVEZ, Sr. Contracts Manager	707 Flight Road Winnipeg, Mb R3H 1C6 Canada
---	---

Government Business

✎ EDGAR A. CHAVEZ, Sr. Contracts Manager	707 Flight Road Winnipeg, Mb R3H 1C6 Canada
---	---

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	336412	Aircraft Engine And Engine Parts Manufacturing
	336413	Other Aircraft Parts And Auxiliary Equipment Manufacturing
	336611	Ship Building And Repairing
	488190	Other Support Activities For Air Transportation
	811310	Commercial And Industrial Machinery And Equipment (Except Automotive And Electronic) Repair And Maintenance

Product and Service Codes

PSC	PSC Name
2835	Gas Turbines And Jet Engines; Non-Aircraft Prime Mover, Aircraft Non-Prime Mover, And Components
2840	Gas Turbines And Jet Engines, Aircraft, Prime Moving; And Components
H128	Quality Control- Engines, Turbines, And Components
H228	Equipment And Materials Testing- Engines, Turbines, And Components
H328	Inspection- Engines, Turbines, And Components
H928	Other Quality Control, Testing, And Inspection- Engines, Turbines, And Components
J028	Maintenance, Repair, And Rebuilding Of Equipment- Engines, Turbines, And Components
K028	Modification Of Equipment- Engines, Turbines, And Components
L028	Technical Representative- Engines, Turbines, And Components
N028	Installation Of Equipment- Engines, Turbines, And Components

Disaster Response

This entity does not appear in the disaster response registry.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

253597

This number must appear on all documents pertaining to this order.

PO Date: 1/17/2025

Page: 1 of 2

Mail Invoice to: Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinanceInvoices@pinal.gov	Ship to: PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	Supplier: EMPIRE MACHINERY PO BOX 842381 LOS ANGELES CA 90084-2381 Phone: 602 - 898-4789 Fax: 602 - 898-4637 Confirming to:
Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: Maegan.Queen@pinal.gov	Requested Delivery Date: 1/17/2025 Payment Terms: Net 30 Shipping Terms: FOB Destination	

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR052847
Contract Expiry 12/3/2025

Reference: 2025 265 XPS COMPACT SKID STEER

Vendor Contact: Matt Steely (520)631-4955 Matt.Steely@empire-cat.com

Department Contact: Jim Stalter (520)866-7037 Jim.Stalter@pinal.gov | Michele Kim (520)866-6453 Michele.Kim@pinal.gov

Delivery: 3535 Hunt Hwy San Tan Valley, AZ 85143

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS	5860268	265 CAB A/C XPS	\$0.00	\$103,670.00
2		LS	5446335	Cab Package, Ultra	\$0.00	\$18,150.00
3		LS		Ultra Package Includes	\$0.00	
4		LS	5860014	Hydraulics, Performance, (HP3)	\$0.00	
5		LS	6423007	Idler Wheels, Triple Flange	\$0.00	
6		LS	5792311	Worklights, LED, Front/Rear/Si	\$0.00	
7		LS	5859837	Comfort PKG, Enclosed Cab, HVA	\$0.00	
8		LS	5859588	Sear, Air Suspension, Heat/Ven	\$0.00	
9		LS	5941962	Integrated Radio	\$0.00	\$680.00
10		LS	6078408	Package, Technology (T5)	\$0.00	
11		LS	5860167	Fan, Cooling, Demand	\$0.00	
12		LS	5860041	Coupler, Hydraulic, Self Level	\$0.00	
13		LS	6405405	Hose Guide, Attachment	\$0.00	

14	LS		End of Ultra Includes	\$0.00	
15	LS	5860093	Guarding/Sealing PKG, (HD1)	\$0.00	\$675.00
16	LS	5964432	Track, Rubber, 450MM (17.7 IN)	\$0.00	\$870.00
17	LS	5860028	Ride Control	\$0.00	\$975.00
18	LS	6066585	Fuel, Electric Priming	\$0.00	\$630.00
19	LS	5792312	Rear Lights	\$0.00	
20	LS	5937243	Door, Cab, Glass	\$0.00	\$145.00
21	LS	6131925	Seat Belt, 3"	\$0.00	\$189.00
22	LS	5792324	Product Link, Cellular PLE643	\$0.00	\$1,104.00
23	LS	6437208	Certification ARR, P65	\$0.00	
24	LS	5859582	Instructions, ANSI, USA	\$0.00	
25	LS	4218926	Serialized Technical Media Kit	\$0.00	
26	LS	5860249	Oil, Hydraulic, Cold Operation	\$0.00	\$695.00
27	LS	5942212	Heater, Engine Coolant, 120V	\$0.00	\$260.00
28	LS	2859676	Counterweight, Machine, Extern	\$0.00	\$1,365.00
29	LS	0P0210	Pack, Domestic Truck	\$0.00	
30	LS	0P9003	Lane 3 Order	\$0.00	
31	LS	2795377	Bucket-GP, 80", BOCE (ADD)	\$0.00	\$2,132.00
32	LS	4752780	Mulcher, HM316, HF XPS	\$0.00	\$42,667.00
33	LS	4266548	Bucket-MP, 80", BOCE	\$0.00	\$5,646.00
34	LS	6077351	Kit, Turbo Debris Guard	\$0.00	\$375.00
35	LS		Cooperative Discount ADOT Cont CTR052847 (21%)	\$0.00	(\$37,847.88)
36	LS		Sales Tax (8.70%)	\$0.00	\$12,387.07

Total Order : \$154,767.19

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

Purchase Request

Req # _____

PO # _____

CONTRACT

BPO FY: _____

(PW Finance Only) Vendor: Empire Truck and Trailer

Vendor #: _____

1 Requestor / Date Jim Stalter 1/15/2025

2.a Item # / Description 2025 Caterpillar 265 tracked loader

2.b Item # / Description

2.c Item # / Description

2.d Item # / Description

3 Quantity #2.a 1 #2.b _____ #2.c _____ #2.d _____

4 Unit of Measure #2.a \$ #2.b _____ #2.c _____ #2.d _____

5 Unit Cost #2.a \$154,767.19 #2.b _____ #2.c _____ #2.d _____

6 Extended Cost #2.a \$ 154,767.19 #2.b \$ - #2.c \$ - #2.d \$ -

7 Cost Center (Project) #2.a _____ #2.b _____ #2.c _____ #2.d _____

8 Cost Type (Admin Only) #2.a _____ #2.b _____ #2.c _____ #2.d _____

9 Cost Code (Activity) #2.a _____ #2.b _____ #2.c _____ #2.d _____

10 Subledger (Admin Only) #2.a _____ #2.b _____ #2.c _____ #2.d _____

11 Contract # / BOS: _____ Budget Available: _____

12 Recommended Vendor _____

13 Scope of Work: _____

Deliver to-Pickup By / When: 3535 Hunt Hwy Santan Valley Az.

Attn / Phone: Jim Stalter 520 866 7037

14 Approval / Date

15 Approval / Date

Admin Use Only:

Req Entered Date/By	
Req Approval Date/By	
Req Turned Date/By	

PO ClosedDate/By _____



*Not Actual Quoted Machine

NEW CATERPILLAR 265 COMPACT TRACK LOADER
STANDARD EQUIPMENT

► **Powertrain**

- CAT C2.8T Turbocharged Diesel Engine
 - 74.2 Hp
 - Glow Plugs Starting Aid
 - Liquid Cooled, Direct Injection
- Dual Element, Radial Seal Air Cleaner
- Hydraulic Oil S-O-S Sampling Valve
- Coolant Ecology Drain
- Cartridge Type Hydraulic Supply & Return Filters
- Canister Type Engine Oil, Fuel/Water Separator Filters
- Side-By-Side Radiator / Hydraulic Oil Cooler
- Spring Applied, Hydraulically Released, Parking Brakes
- Hydrostatic Transmission
- Lockable Fuel Cap
- Auto Engine Idle

► **Undercarriage**

- Torsion Suspension – (4) Independent Torsion Axles
- Two Speed Travel
- (4) Integrated Tie Downs on Track Frame

► **Hydraulics**

- Selectable Control Pattern: ISO or H
 - Electro/Hydraulic Implement Control
 - Electro/Hydraulic Hydrostatic Transmission Control
- Speed Sensor Guarding
- Heavy Duty Flat-Faced Quick Disconnects with Integrated Pressure Release Lever

► **Electrical**

- Work Tool Electrical Harness
- Heavy Duty Battery with Battery Disconnect & Lockout Feature
- 12V Electrical System
- 85 Ampere Alternator
- LED Work Lights
- Auto Reverse Lights
- Switch Backlighting
- Interior LED Dome Light
- Backup Alarm
- Beacon Electrical Outlet
- Exterior Courtesy Lighting
- Automatic Work Light Notification (flashes when parking brake is released)

► **Frames**

- Vertical Path Lift Linkage
- One Piece Welded Chassis
- Machine Tie Down Points (9)
- Removable Panels for Machine Frame Cleanout
- Lift Arm Support
- Welded, Steel Rear & Front Bumpers
- Right Side Fuel Fill

► **Operator Environment**

- Operator Warning System Indicators:
 - Air Filter Restriction
 - Alternator Output
 - Armrest Raised/Operator Out of Seat
 - Engine Coolant Temperature
 - Engine Oil Pressure
 - Glow Plug Activation
 - Hydraulic Filter Restriction
 - Hydraulic Oil Temperature
 - Park Brake Engages
 - Engine Emission System
- Control Interlock System (When Operator Leaves Seat or Armrest Raised) – Hydraulic System & Hydrostatic Transmission Disables, & Parking Brake Engages
- Tilt Up, ROPS Cab/Canopy
- Level I FOPS
- Color LCD Monitor:
 - Creep Speed Control
 - Drive Response, Implement Response, & Drive Power Priority Adjustments
 - Date, Time, Units, & Brightness Settings
 - Multi-Operator Anti-Theft Security System & Monitoring
 - Maintenance Schedule & Reminders
 - Event & Diagnostic Code Monitoring
 - Smart Technology (enables use of Smart Attachments)
- Gauges: Fuel Level, Hour Meter, Hydraulic Temperature, Battery Voltage & Tachometer
- Cell Phone Storage Pocket
- Cup Holder
- Ergonomic Contoured Armrest
- Independently Adjustable, Seat Mounted Joystick Controls
- Top & Rear Windows
- Floormat/ Headliner
- Interior Rearview Mirror
- Horn
- Electronic Hand (Dial) Throttle
- 12V Power Port
- Rear Window Breaker Hammer

► **Other Standard Equipment**

- Steel Engine Door with Replaceable Louvers
- Lockable Engine Door
- Extended Life Antifreeze (-34°F)
- Work Tool Coupler
- Hydraulic Oil & Radiator Coolant Level Sight Gauges
- Radiator Expansion Bottle
- CAT Tough-Guard™ Hose
- Hydraulic Demand Cooling Fan

EMPIRE CONFIGURATION

- ▶ Performance Hydraulics (HP3)
 - High Flow/XPS – 34 GPM
- ▶ Electric Fuel Priming – Includes a high capacity fuel filter with visible water separator, large removable element, & an electric priming pump.
- ▶ Attachment Hose Guide
- ▶ Demand Cooling Fan
- ▶ Sealing/Guarding Package:
 - Engine Air Inlet Rain Cap, Front & Side Cab-to-Frame Sealing, Hydraulic Fill Access Door, Lockable Fuel Fill Access Door, Tilt Cylinder Guarding & Drive Line Bottom Guarding
- ▶ Undercarriage
 - 17.7" Steel Embed Rubber Track with Bar Tread
 - Triple Flange Front & Rear Idler Wheel
- ▶ External Counterweight
- ▶ Hydraulic Quick Coupler with Dual Direction Self-Leveling, Return-to-Dig, & Work Tool Positioner
- ▶ 80" General Purpose Bucket with Bolt-On Cutting Edge
- ▶ Ultra Cab
 - Deluxe Headliner
 - Rear Window Shelf Mat
 - A-Post Covers
 - Cell Phone Holder
 - Cup Holder
 - Front/Rear Sliding Side Windows
 - (ATC) Automatic Temperature Control – Air Conditioner, Heater, & Defroster
 - Air Suspension Seat with Heat/Ventilation – pod mounted controls for seat adjustment, ventilation & heat. Also includes fully adjustable seat mounted controls & arm bar/rest.
 - Integrated Radio with Bluetooth
 - 3" Seat Belt
 - Polycarbonate Cab Door
- ▶ Work Lights – (2) Forward Facing, (2) Rear Facing, & (2) Cab Mounted Side LED Lights
- ▶ Rear Lights
- ▶ Product Link – Cellular PLE243
- ▶ Technology:
 - Advanced Touchscreen Monitor, Advanced Joysticks, Push Start, an X-Mount Cell Phone Holder.
 - Rearview Camera

EMPIRE CONFIGURATION

REF #	DESCRIPTION	LIST PRICE
5860268	265 CAB A/C XPS	\$103,670.00
6446335	CAB PACKAGE, ULTRA	\$18,150.00
	ULTRA PACKAGE INCLUDES	\$-
5860014	HYDRAULICS, PERFORMANCE, (HP3)	\$-
6423007	IDLER WHEELS, TRIPLE FLANGE	\$-
5792311	WORKLIGHTS, LED, FRONT/REAR/SIDE	\$-
5859837	COMFORT PKG, ENCLOSED CAB, HVAC	\$-
5859588	SEAT, AIR SUSPENSION, HEAT/VENT	\$-
5941962	INTEGRATED RADIO	\$680.00
6078408	PACKAGE, TECHNOLOGY (T5)	\$-
5860167	FAN, COOLING, DEMAND	\$-
5860041	COUPLER, HYDRAULIC, SELF LEVEL	\$-
6405405	HOSE GUIDE, ATTACHMENT	\$-
	END OF ULTRA INCLUDES	\$-
5860093	GUARDING / SEALING PKG, (HD1)	\$675.00
5964432	TRACK, RUBBER, 450MM(17.7 IN)BLCK	\$870.00
5860028	RIDE CONTROL	\$975.00
6066585	FUEL, ELECTRIC PRIMING	\$630.00
5792312	REAR LIGHTS	\$-
5937243	DOOR, CAB, GLASS	\$145.00
6131925	SEAT BELT, 3"	\$189.00
5792324	PRODUCT LINK, CELLULAR PLE643	\$1,104.00
6437208	CERTIFICATION ARR, P65	\$-
5859582	INSTRUCTIONS, ANSI, USA	\$-
4218926	SERIALIZED TECHNICAL MEDIA KIT	\$-
5860249	OIL, HYDRAULIC, COLD OPERATION	\$695.00
5942212	HEATER, ENGINE COOLANT, 120V	\$260.00
5859676	COUNTERWEIGHT, MACHINE, EXTERNAL	\$1,365.00
0P0210	PACK, DOMESTIC TRUCK	\$-
0P9003	LANE 3 ORDER	\$-
2795377	BUCKET-GP, 80", BOCE (ADD)	\$2,132.00
4752780	MULCHER, HM316, HF XPS	\$42,667.00
4266548	BUCKET-MP, 80", BOCE	\$5,646.00
6077351	KIT, TURBO DEBRIS GUARD	\$375.00

CATERPILLAR LIST PRICE

\$180,228.00

PRICING SUMMARY

Machine List Price	\$180,228.00
Less Cooperative Discount ADOT Contract CTR052847 (21%)	(\$37,847.88)
<u>Pinal County Fleet Sales Price</u>	<u>\$142,380.12</u>
Sales Tax (8.70%)	\$12,387.07
<u>Complete Sales Price</u>	<u>\$154,767.19</u>

*Sales tax not included in price or terms. Tax will be added when applicable.

Included:

- **Standard Warranty:** 2 Years/2,000 Hours
*All standard warranties include travel time & mileage for first (12) twelve months. Scheduled oil sampling is required during entire warranty period.
- **Extended Warranty:** 5 Years/2,500 Hours: Premier Warranty

We appreciate the opportunity to offer this proposal to you. Thank you for your consideration, and we look forward to your valued business.

Matt Steely

Matt Steely
Account Manager
Empire Machinery
520-631-4955
Matt.Steely@empire-cat.com
1/13/2025

This quote is good for 30 days on units in transit from the manufacturing (MFG) factory or in Empire stock only and prices are subject to change. Availability subject to prior sale. Price adjustments will be applied based on manufacturer's price or incentives increases/decreases that occur between this quote and the final price upon MFG confirmation of ship date. Tire brand cannot be guaranteed. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/saleservice/terms), which are incorporated into this quote.

Contract Amendment Summary

CONTRACTOR: Empire Southwest LLC CTR052847	AMENDMENT NO.: Six (6)
DESCRIPTION: Statewide Heavy Equipment including Accessories	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Six (6) to mutually extend this contract from December 4, 2024 through December 3, 2025 unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from January 8, 2025, Regular Meeting and January 22, 2025, Special Session Meeting of the Board of Supervisors. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History

Time

5/10/2021 1:27 PM

Who

Clerk of the Board

Approval

Yes

ATTACHMENTS:

Click to download	
<input type="checkbox"/>	Minutes 01.08.2025
<input type="checkbox"/>	Minutes 01.22.2025



PINAL COUNTY

WIDE OPEN OPPORTUNITY

PINAL COUNTY BOARD OF SUPERVISORS REGULAR SESSION MINUTES

**Wednesday, January 8, 2025
9:32 AM**

BOARD OF SUPERVISORS

Chairman Mike Goodman
Supervisor, District 2

Vice-Chairman Jeffrey McClure
Supervisor, District 4

Rich Vitiello
Supervisor, District 1

Stephen Q. Miller
Supervisor, District 3

Jeff Serdy
Supervisor, District 5

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:
[Click Here to View the Regular Session Agenda](#)

and a Video Recording of this meeting can be viewed at:
[Click Here to View Video Recording](#)

Chairman Goodman offered for the Invocation by Pastor Ben Lee, Living Waters Bible Church, San Tan Valley and the pledge of allegiance by Supervisor Vitiello.

The Pinal County Board of Supervisors convened at 9:32 a.m. this date. The meeting was called to order by Chairman Goodman.

Members Present: Chairman Mike Goodman; Vice-Chairman Jeffrey McClure; Supervisor Rich Vitiello; Supervisor Stephen Q. Miller; Supervisor Jeff Serdy

Staff Present: County Manager, Leo Lew; County Attorney, Brad Miller; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

Chairman Goodman welcomed Supervisor Vitiello, and recognized returning Board Members for their ongoing service and dedication, we are united by a common purpose to serve the people of Pinal County with integrity, transparency, and a shared vision of progress.

(1) County Manager's Report (Information Only). (Leo Lew)

Leo Lew, County Manager provided the following update(s): Comprehensive Plan Amendment Draft status, and upcoming Work Sessions before the Planning and Zoning Commission.

Item Action: Information Only

(2) Supervisor District update(s) regarding notable current or upcoming events concerning the district (Information Only). (Mike Goodman)

Vice-Chairman McClure provided the following District #4 Update(s); introduced the Pinal County Coalition to End Homelessness Video, followed by Video, and spoke in recognition of this effort.

Supervisor Vitiello provided the following District #1 Update(s); thanked fellow Board Members and expressed his excitement to work with the Pinal County Team, thanked residents for their support, and noted he looks forward to working hard.

Supervisor Serdy provided the following District #5 Update(s); fire safety reminder, Central Arizona College, Apache Junction Ribbon Cutting is next week for new skilled trades; Commercial Driver's License Training Program and Training Center for LG Battery Plant.

Supervisor Miller provided the following District #3 Update(s); Randolph 100 year Celebrations on January 31st at Central Arizona College and, February 1st and 2nd in Randolph. Coolidge Chamber recently held an informative Luncheon Event with Nikola, the future of Electric Semi Trucks. Eloy's new Veterans Center, 519 N. Main St., both Eloy and Casa Grande have newly elected Mayors, welcomed them to the County and looks forward to collaborating. Highlighted in Stanfield, Santa Rosa Ranchos has newly refurbished streets and thanked Public Works Staff.

Chairman Goodman provided the following District #2 Update(s); highlighted the importance of our employees and programs implemented over the last several years, including Community Cleanups. On the 10th and 11th we have another Community Cleanup Event, and thanked constituents and staff for making these events successful.

Item Action: Information Only

- (3) Discussion/approval/disapproval of the Proclamation to designate the week of January 19, 2025, through January 25, 2025, as "Medicolegal Death Investigator" Professionals Week in honor of the public service provided by the Pinal County Medical Examiner's Office. (Andre Davis/John Hu)

John Hu, Chief Medical Examiner appeared before the Board with Staff, introduced the Proclamation, and thanked the Board and County Manager's Office for their continued support to the Medical Examiner's Office.

Andre Davis, Medical Examiner Office, Division Manager-Operations appeared before the Board, and thanked Staff for their dedication and compassion while performing their jobs every day.

Leo Lew, County Manager provided some education, this office serves as a statutory requirement and praised the Pinal County Medical Examiner's Office for doing their job so well that we have other jurisdictions throughout the State that have an Intergovernmental Agreement with us for the services we provide.

Supervisor Miller spoke in recognition of the Medical Examiner's Office hard work, dedication, and well-deserved recent facility upgrade.

Supervisor Vitiello spoke in recognition of the Medical Examiner's Office service and dedication, and thanked them for all they do.

Item Action: Approved

Motion Made By: Supervisor McClure

Seconded By: Supervisor Miller

To approve the Proclamation to designate the week of January 19, 2025, through January 25, 2025, as "Medicolegal Death Investigator" Professionals Week in honor of the public service provided by the Pinal County Medical Examiner's Office.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

Andre Davis read the "Medicolegal Death Investigator" Professionals Week Proclamation into the Record.

- (4) Purchasing Division Report - January 8, 2025. (Angeline Woods)

Angeline Woods, Office of Budget and Finance Director appeared before the Board and presented.

Item Action: Approved the Purchasing Division Report as presented

Motion Made By: Supervisor Miller

Seconded By: Supervisor McClure

To approve the Purchasing Division Report as presented.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

(5) CONSENT ITEMS:

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Goodman asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion.

Supervisor Serdy requested to pull Items G and H.

Roberto Reveles, Gold Canyon requested to pull Item AB.

Item Action: Approved Consent Agenda Items A through AG, Minus G, H, and AB

Motion Made By: Supervisor McClure

Seconded By: Supervisor Miller

To approve Consent Agenda Items A through AG, Minus G, H, and AB.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

- * A. Discussion/approval/disapproval of Minutes from November 20, 2024 Regular Meeting of the Board of Supervisors. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of the recommendation to the Arizona Department of Liquor License and Control for the Special Event License Application of Ruth Canamar, for the 24 Hours in the Old Pueblo Event to be held at the Arizona State Land Department, located at Tipperary Road West of Willow Springs Road/E. Willow Springs Drive, Oracle, Arizona on the following dates:
 - Friday, February 14, 2025, from 11:00 a.m. to 11:30 p.m.
 - Saturday, February 15, 2025, from 10:00 a.m. to 11:30 p.m.
 - Sunday, February 16, 2025, from 10:00 a.m. to 5:00 p.m.Additionally, authorizing the Clerk of the Board to execute and submit all necessary documents to the State. Supervisor District #4. (Natasha Kennedy)
- * C. Discussion/approval/disapproval of the recommendation to the Arizona Department of Liquor License and Control for the Special Event License Application of Ileen Snoddy, for the Sampling at the Superstitions Event to be held at the Superstition Mountain Museum, located at 4087 E. Apache Trail, Apache Junction, Arizona on Saturday, February 1, 2025, from 4:30 p.m. to 7:30 p.m. Additionally, authorizing the Clerk of the Board to execute and submit all necessary documents to the State.
Supervisor District #5. (Natasha Kennedy)

- * D. Discussion/approval/disapproval of the recommendation to the Arizona Department of Liquor License and Control for the Special Event License Application of Ileen Snoddy, for the Magic of Mexican Artistry Fundraiser Event to be held at the Superstition Mountain Museum, located at 4087 E. Apache Trail, Apache Junction, Arizona on Saturday, March 8, 2025, from 4:30 p.m. to 7:30 p.m. Additionally, authorizing the Clerk of the Board to execute and submit all necessary documents to the State. Supervisor District #5. (Natasha Kennedy)
- * E. Discussion/approval/disapproval of Supervisor Miller's reappointment of Richard G. Kennedy, Casa Grande, AZ 85122 to the Adjustments & Appeals Board, term of service will be from January 4, 2025, through January 3, 2029. Supervisor District #3. (Natasha Kennedy)
- * F. Discussion/approval/disapproval of Additional FY 24/25 Non-Profit Contributions. (Leo Lew)

10:01 a.m. – Chairman Goodman called Consent Agenda Item AB out of order.

10:07 a.m. – Chairman Goodman returned to Consent Agenda Items G and H.

Items G and H Pulled from Consent Agenda

- * G. Discussion/approval/disapproval of Award Agreement IPG 24S-706 under the Invasive Plant Grant between the Arizona Department of Forestry and Fire Management and Pinal County, through the Pinal County Board of Supervisors, beginning upon execution, ending December 31, 2027, for \$192,000. A matching contribution of \$30,000 is required and has been budgeted in the FY 24/25 budget. This grant will be used by the Open Space, Trails, and Regional Parks Department to remove invasive and noxious weeds at Peralta Regional Park. Acceptance requires an amendment to the FY 24/25 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 10 (Parks General Fund) to increase revenue and expenditure appropriations. Supervisor District #5. (Kelley Fox/Himanshu Patel)

Items G and H will be discussed together.

Supervisor Serdy requested this item be pulled for public awareness and spoke regarding the future growth of the Open Space, Trails, and Regional Parks Department, and invasive weed species.

Kelley Fox, Urban Wildlife Planner appeared before the Board and presented on Agenda Item G; grant application, resources, education, and Desert Defenders.

Discussion held regarding invasive weed species by the following Board Member and Staff; Supervisor Serdy and Kelley Fox.

Kelley Fox presented on Item H, and advised regarding corrections; a match of \$1,500,000 is required and clarified this project is in Supervisor District #1 only.

Item Action: Approved Consent Agenda Item G as presented

Motion Made By: Supervisor McClure

Seconded By: Supervisor Vitiello

To approve Consent Agenda Item G as presented.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

- * H. Discussion/approval/disapproval authorizing an amended application submission to the Arizona State Parks and Trails for a Land and Water Conservation Fund Grant (LWCF) for an additional \$500,000 bringing the award total to \$1,500,000. The additional funding will be used by the Open Space, Trails, and Regional Parks Department for the Palo Verde Regional Park development. Supervisor District #1. (Kent Taylor/Himanshu Patel)

Discussion held under Item G.

Item Action: Approved as presented to update the agenda to reflect that this is an amendment under Resolution No. 120623-OST, to include that a match is required for \$1,500,000, and to remove District #5, clarifying that this is for Supervisor District #1

Motion Made By: Supervisor McClure

Seconded By: Supervisor Miller

To approve Consent Agenda Item H as presented to update the agenda to reflect that this is an amendment under Resolution No. 120623-OST, to include that a match is required for \$1,500,000, and to remove District #5, clarifying that this is for Supervisor District #1.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

Chairman Goodman thanked the Department for their work.

- * I. Discussion/approval/disapproval of the certification that the total revenues received by the Justice Courts and the Superior Court, including the Clerk of the Superior Court, exceed the amount received in the fiscal year 1997-98. The County Treasurer shall disburse the monies as directed pursuant to A.R.S. 41-2421, as amended. (Ranee Stinson/Angeline Woods)
- * J. Discussion/approval/disapproval of a Subrecipient Agreement between A New Leaf and Pinal County, through the Pinal County Board of Supervisors beginning January 1, 2025, ending December 31, 2026, for \$200,000. A New Leaf will provide tenant based rental assistance to qualified populations within Pinal County in accordance with the Pinal County FFY2024-2028 Consolidated Plan and approved by the Board of Supervisors in the FFY24 Annual Action Plan. (Heather Patel/Angeline Woods)
- * K. Discussion/approval/disapproval of Resolution No. 010825-RD22-114B rescinding previously approved Resolution No. 042424-RD22-114A and Assignment and Assumption of SR 347 Rights of Way across the Ak-Chin Indian Community from Pinal County to the Arizona Department of Transportation located in Sections 03, 04, 33, 34, Township 04 South, Range 03 East. Supervisor District #1. (RD22-114B) (Joe Ortiz)
- * L. Discussion/approval/disapproval of Resolution No. 010825-RD24-083 accepting a Warranty Deed from Mountain View Community Church, an Arizona non-profit organization, for right of way to a portion on Papago Road. Supervisor District #1. (RD24-083) (Celeste Garza/Joe Ortiz)
- * M. Discussion/approval/disapproval of Resolution No. 010825-RD24-092 accepting Subdivision Improvement Performance Bond No. 0256401, associated with Palomino Ranch-Parcel 6, located in Section 18, Township 5 South, Range 3 East. Supervisor District #1. (RD24-092) (Christopher Wanamaker/Joe Ortiz)

- * N. Discussion/approval/disapproval of Resolution No. 010825-RD24-093 accepting Subdivision Improvement Performance Bond No. 0256400, associated with Palomino Ranch-Parcel 9, located in Section 18, Township 5 South, Range 3 East. Supervisor District #1. (RD24-093) (Christopher Wanamaker/Joe Ortiz)
- * O. Discussion/approval/disapproval of Resolution No. 010825-RD24-085 accepting an Increase Penalty Rider to increase the amount of previously accepted Subdivision Improvement Performance Bond No. US00134825SU24A, associated with Ware Farms Parcel 2, located in Section 33, Township 2 South, Range 8 East. Supervisor District #2. (RD24-085) (Christopher Wanamaker/Joe Ortiz)
- * P. Discussion/approval/disapproval of Resolution No. 010825-RD24-086 accepting an Increase Penalty Rider to increase the amount of previously accepted Subdivision Improvement Performance Bond No. SU1197212, associated with Ware Farms Parcel 9, located in Section 33, Township 2 South, Range 8 East. Supervisor District #2. (RD24-086) (Christopher Wanamaker/Joe Ortiz)
- * Q. Discussion/approval/disapproval of Resolution No. 010825-RD24-087 accepting an Increase Penalty Rider to increase the amount of previously accepted Subdivision Improvement Performance Bond No. SU1197213, associated with Ware Farms Parcel 10, located in Section 33, Township 2 South, Range 8 East. Supervisor District #2. (RD24-087) (Christopher Wanamaker/Joe Ortiz)
- * R. Discussion/approval/disapproval of Resolution No. 010825-RD24-088 accepting an Increase Penalty Rider to increase the amount of previously accepted Subdivision Improvement Performance Bond No. SU1197214, associated with Ware Farms Parcel 11, located in Section 33, Township 2 South, Range 8 East. Supervisor District #2. (RD24-088) (Christopher Wanamaker/Joe Ortiz)
- * S. Discussion/approval/disapproval of Resolution No. 010825-RD24-089 accepting an Increase Penalty Rider to increase the amount of previously accepted Subdivision Improvement Performance Bond No. 7901181754, associated with Ware Farms Parcel 12, located in Section 33, Township 2 South, Range 8 East. Supervisor District #2. (RD24-089) (Christopher Wanamaker/Joe Ortiz)
- * T. Discussion/approval/disapproval of Resolution No. 010825-RD24-090 accepting an Increase Penalty Rider to increase the amount of previously accepted Subdivision Improvement Performance Bond No. 7901181755, associated with Ware Farms Parcel 13, located in Section 33, Township 2 South, Range 8 East. Supervisor District #2. (RD24-090) (Christopher Wanamaker/Joe Ortiz)
- * U. Discussion/approval/disapproval of Resolution No. 010825-RD24-094 releasing the current financial assurance Subdivision Improvement Performance Bond No. 72BSBIR9331, associated with Bella Vista Farms Parcels C&D-Parcel 3, and accepting Maintenance Bond No. 72BSBIR9331-M, located in Sections 15 & 16, Township 3 South, Range 8 East. Supervisor District #2. (RD24-094) (Christopher Wanamaker/Joe Ortiz)
- * V. Discussion/approval/disapproval of Resolution No. 010825-RD24-095 releasing the current financial assurance Subdivision Improvement Performance Bond No. 72BSBIR9332, associated with Bella Vista Farms Parcels C&D-Parcel 4, and accepting Maintenance Bond No. 72BSBIR9332-M, located in Section 15, Township 3 South, Range 8 East. Supervisor District #2. (RD24-095) (Christopher Wanamaker/Joe Ortiz)

- * W. Discussion/approval/disapproval of Resolution No. 010825-RD24-096 releasing the current financial assurance Subdivision Improvement Performance Bond No. 72BSBIR9329, associated with Bella Vista Farms Parcels C&D-Parcel 6, and accepting Maintenance Bond No. 72BSBIR9329-M, located in Sections 15 & 16, Township 3 South, Range 8 East. Supervisor District #2. (RD24-096) (Christopher Wanamaker/Joe Ortiz)
- * X. Discussion/approval/disapproval of a transfer of \$110,000 in Federal Aviation Administration (FAA) Entitlements from San Manuel Airport to Pinal Airpark. This will make use of funds that will be expiring in San Manuel to a ready project at Pinal Airpark. Supervisor District #4. (AD24-008) (James Petty/Joe Ortiz)
- * Y. Discussion/approval/disapproval of a Final Plat for Red Rock Village IXB. Supervisor District #4. (FP22-070) (Muhannad Zubi/Joe Ortiz)
- * Z. Discussion/approval/disapproval of a Final Plat for Red Rock Village IXC. Supervisor District #4. (FP22-071) (Muhannad Zubi/Joe Ortiz)
- * AA. Discussion/approval/disapproval of Resolution No. 010825-RD24-084 releasing Maintenance Bond No. 024244093-M, associated with Entrada Del Oro Unit 2 Parcel 1B-1, located in Section 30, Township 1 South, Range 10 East. Supervisor District #5. (RD24-084) (Christopher Wanamaker/Joe Ortiz)

10:01 a.m. – Chairman Goodman called Consent Agenda Item AB out of order.

Item AB Pulled from Consent Agenda

- * AB. Discussion/approval/disapproval of Resolution No. 010825-RD24-091 authorizing the sale of County owned right of way known as Sleepy Hollow Trail. Section 9, Township 1 South, Range 9 East. Supervisor District #5. (RD24-091) (Joe Ortiz)

Roberto Reveles, resident of Sleepy Hollow Trail, Gold Canyon appeared before the Board and inquired regarding the possibility of the public’s participation in regards to the proposed sale of the property.

Celeste Garza, Development Services, Public Works Deputy Director appeared before the Board and presented regarding the process, and confirmed nearby property owners will have right of first refusal to purchase the easement.

Supervisor Serdy expressed constituent traffic concerns on Sleepy Hollow Trail.

Discussion held regarding land purchase options; adjacent landowner right of first refusal and public auction by the following Board Members, Staff, and Constituent; Chairman Goodman, Vice-Chairman McClure, Supervisor Miller, Supervisor Serdy, Celeste Garza, and Roberto Reveles.

Item Action: Approved Consent Agenda Item AB

Motion Made By: Supervisor McClure

Seconded By: Supervisor Serdy

To approve Consent Agenda Item AB.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

10:07 a.m. – Chairman Goodman returned to Consent Agenda Items G and H.

- * AC. Discussion/approval/disapproval of Special Event Permit SEP-024-24: Gold Canyon Arts Festival hosted by the Gold Canyon Arts Council; to be held at the Gold Canyon United Methodist Church on January 25, 2025. Permitted upon fulfillment of fire and medical staffing agreement, traffic plan, and emergency action plan. Supervisor District #5. (Valerie Lujan/Brent Billingsley)
- * AD. Discussion/approval/disapproval of Special Event Permit SEP-025-24: Native American Arts Festival hosted by the Superstition Mountain Museum located at 4087 E. Apache Trail in Apache Junction, AZ; to be held on January 18 and 19, 2025. Permitted upon fulfillment of ADOT right-of-way use permit and emergency action plan. Supervisor District #5. (Valerie Lujan/Brent Billingsley)
- * AE. Discussion/approval/disapproval of the following appointments for Precinct Committeemen for the Democratic Party:
Appointments:
Supervisor District 1:
Precinct #78 Patrick Melvin, 22364 N. Sunset Dr., Maricopa, 85139 Precinct #78 Rhonda Melvin, 22364 N. Sunset Dr., Maricopa, 85139 Supervisor District #3:
Precinct #22 Keith Seaman, 5009 N. Overfield Rd., Casa Grande, 85194
Supervisor District #5:
Precinct #40 Geoffry Fitzwater, 1414 E. 25th Ave, Apt # 2, Apache Junction, 85119 (Dana Lewis)
- * AF. Discussion/approval/disapproval of a Commercial Lease Agreement between Mary C. O'Brien Accommodation District and Pinal County. (Jill Broussard)
- * AG. Discussion/approval/disapproval of Subrecipient Agreement 23-AZDOHS-HSGP- 230307-01 Amendment #1 under the Arizona Department of Homeland Security (AZDOHS) Grant Program and Pinal County, through the Pinal County Board of Supervisors, to extend the grant beginning October 1, 2023, ending February 28, 2025, for \$75,000, and authorize the execution of a Memorandum of Understanding which authorizes AZDOHS and financial reporting requirements outlined in Subrecipient Agreement Amendment #1. The grant will be used for the Elections Security Exercise. (Kore Redden/Merissa Mendoza)

(6) Meeting of the Pinal County Library District Board of Directors. (Shawn Flecken/Cathryn Whalen)

Chairman Goodman recessed the Pinal County Board of Supervisors Meeting and convened as the Pinal County Library District Board of Directors Meeting.

Item Action: Convened into the Pinal County Library District Board Agenda

Chairman Goodman adjourned the Pinal County Library District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

- (7) Call to the Public— A "call to the public" is the time period for members of the public to address the Board of Supervisors to provide public input relating to subject matter within the Board of Supervisors authority or jurisdiction. Those wishing to address the Board of Supervisors need not request permission in advance. Action taken as a result of public comment will be limited to directing staff to study the matter or rescheduling it for further consideration and decision at a later date.

Click Here for Call to the Public Guidelines

The following members of the public appeared before the Board and spoke:

- Congratulated Arizona State Football and the Board for the installation of a new Broadband Network, welcomed newly elected Supervisor Vitiello, remembrance of January 6th Events, Inauguration Day, and Project 2025, how will the County react, and requested the Board agendaize a Report from representatives of the Sheriff's Office, County Attorney's Office, and any other County Agency detailing polices and plans; Noel Reck, Eloy.
- Congratulated the Board, and advised the public applications are now open for Tax Exemptions of Property Tax; Douglas Wolf, Assessor.
- Welcomed newly elected officials, raised concerns about outgoing County Official Mark Lamb allegations of perjury and requested the Board encourage Sheriff Ross Teeple and County Attorney Brad Miller to investigate these allegations, and for the Record provided a handout to the Clerk of the Board; Roberto Reveles, Gold Canyon.
- Regarding Arizona College Board 2024 Election concerns; and requested follow-up; Sheila Muehling, Saddlebrooke Ranch.

Brad Miller, County Attorney acknowledged the request.

Chairman Goodman directed Leo Lew, County Manager to work with Dana Lewis, Recorder regarding Sheila Muehling's request.

Leo Lew, County Manager acknowledged the request.

Item Action: Public Comments

- (8) **Public Hearing** and discussion/approval/disapproval of Resolution No. 2025-SUP-017-24, a Resolution approving case SUP-017-24, Graham Chapmam and Scott Hopper – Pinnacle Consulting LLC, applicant/agent, Dollar Self Storage #23 LLC, landowner, requesting approval of a Special Use Permit to operate a wireless communication facility, on a 6.45± acre parcel in the General Business (CB-2) Zone; tax parcel 200-25-002L – legal on file – situated in a portion of Section 10, Township 04 South, Range 08 East, of the Gila Salt River Baseline & Meridian, Pinal County, Arizona, located northeast of E. Hunt Hwy and approximately 620 feet south of E Heritage Rd in San Tan Valley, Pinal County. The Planning Commission recommended approval (9 to 0) of case SUP-017-24 with thirteen (13) stipulations. Supervisor District #4. (Patrick Zaia- Roberts/Brent Billingsley)

Patrick Zaia-Roberts, Senior Planner appeared before the Board and presented.

Discussion held regarding this project; location, and parking reconfiguration by the following Board Members and Staff; Chairman Goodman, Vice-Chairman McClure, Supervisor Miller, and Patrick Zaia-Roberts.

Michelle Johnson, Pinnacle Consulting, Applicant Representative appeared before the Board, presented, and inquired if there are any questions.

Chairman Goodman opened the Public Hearing, and asked if members of the public are present in the audience who wish to address the Board to come forward at this time, there being none, Chairman closed the Public Hearing.

Further discussion held regarding this project; maintenance, repair responsibilities, and decommission process by the following Board Members and Staff; Chairman Goodman, Supervisor Serdy, and Patrick Zaia-Roberts.

Item Action: Approved as presented with 13 Stipulations

Motion Made By: Supervisor Miller

Seconded By: Supervisor McClure

To approve Resolution No. 2025-SUP-017-24, a Resolution approving case SUP-017-24, Graham Chapmam and Scott Hopper – Pinnacle Consulting LLC, applicant/agent, Dollar Self Storage #23 LLC, landowner, requesting approval of a Special Use Permit to operate a wireless communication facility, on a 6.45± acre parcel in the General Business (CB-2) Zone; tax parcel 200-25-002L – legal on file – situated in a portion of Section 10, Township 04 South, Range 08 East, of the Gila Salt River Baseline & Meridian, Pinal County, Arizona, located northeast of E. Hunt Hwy and approximately 620 feet south of E Heritage Rd in San Tan Valley, Pinal County. The Planning Commission recommended approval (9 to 0) of case SUP-017-24 with thirteen (13) stipulations.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

- (9) Discussion/approval/disapproval of the appointment of Chairman of the Board of Supervisors effective Thursday, January 9, 2025, through Wednesday, December 31, 2025. (Mike Goodman)

Chairman Goodman recommended the appointment of Supervisor Miller.

Item Action: Approved Appointing Supervisor Stephen Q. Miller as Chairman

Motion Made By: Supervisor Vitiello

Seconded By: Supervisor Serdy

To approve the appointment of Stephen Q. Miller as Chairman of the Board of Supervisors effective Thursday, January 9, 2025, through Wednesday, December 31, 2025.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

Supervisor Miller recognized Chairman Goodman for his Chairmanship in 2024 and presented him with a commemorative gavel.

- (10) Discussion/approval/disapproval of the appointment of Vice Chairman of the Board of Supervisors effective Thursday, January 9, 2025, through Wednesday, December 31, 2025. (Mike Goodman)

Supervisor Vitiello recommended the appointment of Supervisor McClure.

Item Action: Approved Appointing Supervisor Jeffrey McClure as Vice-Chairman

Motion Made By: Supervisor Miller

Seconded By: Supervisor Serdy

To approve the appointment of Jeffrey McClure as Vice-Chairman of the Board of Supervisors effective Thursday, January 9, 2025, through Wednesday, December 31, 2025.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

Chairman Goodman thanked fellow Board Members and constituents for their support during his Chairmanship over the last year.

- (11) Executive Session pursuant to A.R.S. 38-431.03(A)(3)(4) for legal advice/litigation regarding Fontes v. Kevin Cavanaugh, et. al, Arizona Court of Appeals Case No. 2 CA-CV 2024-0310 (appeal of Pinal County Superior Court case No. CV2024-02541). (Chris Keller)

Discussion held regarding Item 11 and outside counsels' availability by the following Board Member and Staff; Chairman Goodman and Chris Keller, Chief Civil Deputy County Attorney.

Chairman Goodman requested a Motion, noting the Board shall hear Item 12 first.

Item Action: Convened into Executive Session

Motion Made By: Supervisor McClure

Seconded By: Supervisor Miller

To convene into Executive Session for Items 11 and 12.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

- (12) Executive Session pursuant to A.R.S. 38-431.03(A)(1) to discuss employment and salary consideration based on the experience, background, and qualifications of the specific candidates related to the following positions within the County Attorney's Office - County Attorney Manager (Position Number: 0117), County Attorney Chief of Staff (Position Number: 4294), Deputy Chief County Attorney (Chief Civil Deputy, Position Number: 0094) and County Attorney Chief Deputy (Position Number: 0076) (Brad Miller)

Chairman Goodman requested a Motion.

Item Action: Adjourned Executive Session

Motion Made By: Supervisor McClure

Seconded By: Supervisor Miller

To adjourn Executive Session for Items 11 and 12.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

- (13) Discussion/approval/disapproval pursuant to county policy 4.20 to approve salaries above the midpoint, but within the applicable salary range, retroactive to the individual's start date, and authorize the County Manager to approve the same, for the following positions specific to the County Attorney's Office based on the experience, background, and qualifications for the specific individuals discussed in executive session on January 8, 2025 - County Attorney Manager (Position Number: 0117), County Attorney Chief of Staff (Position Number: 4294), Deputy Chief County Attorney (Chief Civil Deputy, Position Number: 0094) and County Attorney Chief Deputy (Position Number: 0076). (Brad Miller)

Brad Miller, County Attorney appeared before the Board and presented.

Chris Keller, Chief Civil Deputy County Attorney advised for the Record one of the positions listed is being removed.

Brad Miller confirmed.

Natasha Kennedy, Clerk of the Board announced for the Record the position County Attorney Manager has been removed.

Item Action: Approved salaries above the midpoint, but that it would be based between midpoint and third quartile, for the following positions; County Attorney Chief of Staff, Deputy Chief County Attorney (Chief Civil Deputy), and County Attorney Chief Deputy

Motion Made By: Supervisor McClure

Seconded By: Supervisor Vitiello

To approve salaries above the midpoint, but that it would be based between midpoint and third quartile, for the following positions; County Attorney Chief of Staff, Deputy Chief County Attorney (Chief Civil Deputy), and County Attorney Chief Deputy.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

- (14) Discussion/approval/disapproval pursuant to Arizona Revised Statutes 11-419 of the annual salary for the appointment of Gina Godbehere as Pinal County Attorney Chief Deputy, Criminal Division, Position Number: 0076, Grade 26, in the amount of \$___ to be effective January 1, 2025. (Brad Miller)

Item Action: Approved to allow the County Manager to approve the salary above the midpoint, to be \$190,000, for the Pinal County Attorney Chief Deputy, Criminal Division

Motion Made By: Supervisor McClure

Seconded By: Supervisor Miller

To approve to allow the County Manager to approve the salary above the midpoint, to be \$190,000, for the Pinal County Attorney Chief Deputy, Criminal Division.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

Chairman Goodman requested Leo Lew, County Manager conduct another study on salaries regarding the County Attorney positions.

12:39 p.m. – Chairman Goodman adjourned the January 8, 2025, Regular Meeting of the Board of Supervisors.

PINAL COUNTY BOARD OF SUPERVISORS

Mike Goodman, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: February 5, 2025



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY BOARD OF SUPERVISORS
SPECIAL SESSION
MINUTES
Wednesday, January 22, 2025
9:32 AM**

BOARD OF SUPERVISORS

Chairman Stephen Q. Miller
Supervisor, District 3

Vice-Chairman Jeffrey McClure
Supervisor, District 4

Rich Vitiello
Supervisor, District 1

Mike Goodman
Supervisor, District 2

Jeff Serdy
Supervisor, District 5

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:
[Click Here to View the Special Session Agenda](#)

and a Video Recording of this meeting can be viewed at:
[Click Here to View Video Recording](#)

The Pinal County Board of Supervisors convened at 9:32 a.m. this date. The meeting was called to order by Chairman Miller.

Members Present: Chairman Stephen Q. Miller; Vice-Chairman Jeffrey McClure; Supervisor Rich Vitiello; Supervisor Mike Goodman; Supervisor Jeff Serdy

Staff Present: County Manager, Leo Lew; County Attorney, Brad Miller; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy; and Deputy Clerk of the Board, Kelsey Pickard

- (1) **Work Session:** Presentation and discussion of the Pinal County Strategic Transportation Safety Plan Update. The Sun Corridor MPO, with the assistance of Greenlight Traffic Engineering, is completing the Pinal County Safety Plan/SCMPO Network Screening Crash and Analysis Tools Update that will update the 2019 Pinal County Strategic Transportation Safety Plan. The Pinal County Safety Plan Update is being developed by in close coordination with Arizona's Strategic Highway Safety Plan (SHSP) and Safe Streets and Roads for All (SS4A) criteria. (AD24-009) (Tara Harman/Michael Blankenship/Joe Ortiz)

Tara Harman, Transportation Planning Supervisor, Development Services Department appeared before the Board and introduced the item.

Irene Higgs, Executive Director Sun Corridor Metropolitan Planning Organization (SCMPO), appeared before the Board and presented regarding origination and history of the plan.

Michael Blankenship, Green Light Traffic Engineering appeared before the Board and presented the 2024 plan update.

Discussion held regarding factors considered when determining where to spend money, crash data and fatalities, dust storm warning system, Intersection and Segment Screening Tools and Sheriff's Office access, traffic enforcement and safety strategies, Fatal Crash Team recommendation and possible implementation, SCMPO projects and the partnership between them Maricopa Association of Governments (MAG), and Central Arizona Governments (CAG), costs behind improvements, county population and process in regards to federal funding, next steps, and upcoming outreach events by the following Board Members, Staff, and Agency Representatives; Chairman Miller, Vice-Chairman McClure, Supervisor Vitiello, Supervisor Goodman, Supervisor Serdy, Leo Lew, County Manager, Brad Miller, County Attorney, Irene Riggs, and Michael Blankenship.

Item Action: Information Only

- (2) **Work Session:** Presentation and discussion of an Ordinance of the Pinal County Board of Supervisors relating to parking of vehicles on County roadways and County-owned public rights- of-way. (AD24-010) (Christopher Wanamaker/Joe Ortiz)

Christopher Wanamaker, County Engineer appeared before the Board and presented.

Discussion held regarding the tools and abilities this Ordinance will provide impacting public right of way, heavy truck parking issues, General Rural (GR) Zoning, Residential Zoning, unoccupied vehicles, business corners, political signage, and how to proceed by the following Board Members and Staff; Chairman Miller, Vice-Chairman McClure, Supervisor Vitiello, Supervisor Goodman, Supervisor Serdy, and Christopher Wanamaker.

Chairman Miller directed fellow Board Members to provide input to the Department, and directed the Department bring this back before the Board for an additional Work Session prior to moving forward.

Christopher Wanamaker acknowledged the request.

Item Action: Information Only

- (3) Executive Session pursuant to A.R.S. 38-431.03(A)(3)(4) for legal advice and pending litigation regarding Pinal County Superior Court case S1100CV202102467, Troutt v Russell. (Chris Keller/Charles Wirken)

Chairman Miller requested a Motion.

Item Action: Convened into Executive Session

Motion Made By: Supervisor McClure

Seconded By: Supervisor Goodman

To convene into Executive Session.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

- (4) Executive Session pursuant to A.R.S. 38-431.03(A)(3)(9) for legal advice and security/technology assessments related to Pinal County Election Compliance Report. (Chris Keller/Brett Johnson/Christina Estes-Werther)

Item Action: Convened into Executive Session

- (5) Executive Session pursuant to A.R.S. 38-431.03(A)(3)(4) for legal advice and contemplated litigation concerning A.R.S. 11-832 Appeal in Ordinance Nos. 2024-PZ-PD-008-23/2024-PZ-034-23. (Chris Keller/Brent Billingsley)

Item Action: Adjourned Executive Session

Motion Made By: Supervisor McClure

Seconded By: Supervisor Goodman

To adjourn Executive Session.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy (4)

Absent: Vitiello (1)

12:30 p.m. – Supervisor Vitiello returned to the dais following Executive Session.

- (6) Discussion/approval/disapproval authorizing the County Manager, or his designee, to execute a Resolution of the Board to retain, appoint and employ a Civil Hearing Officer for A.R.S. 11-832 statutory appeals as may be needed. (Chris Keller/Brent Billingsley/Leo Lew)

Daron Garey, Deputy County Attorney appeared before the Board and presented.

Item Action: Approved

Motion Made By: Supervisor McClure

Seconded By: Supervisor Goodman

To approve authorizing the County Manager, or his designee, to execute a Resolution of the Board to retain, appoint and employ a Civil Hearing Officer for A.R.S. 11-832 statutory appeals as may be needed.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

12:32 p.m. – Chairman Miller adjourned the January 22, 2025, Special Session Meeting of the Board of Supervisors.

PINAL COUNTY BOARD OF SUPERVISORS

Stephen Q. Miller, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: February 5, 2025



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the recommendation to the Arizona Department of Liquor License and Control of application, series 010 Beer and Wine Store of Perry Charles Huellmantel for Quiktrip #1505 located at 7109 E. US Highway 60, Gold Canyon, AZ 85118 and authorize the Clerk of the Board to execute and submit all necessary documents to the State. Supervisor District #5. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented upon confirmation of no concerns.

History	Who	Approval
Time		

ATTACHMENTS:
Click to download
<input type="checkbox"/> Application
<input type="checkbox"/> Notice of Posting
<input type="checkbox"/> Posting Photos
<input type="checkbox"/> Local Governing Body Recommendation
<input type="checkbox"/> Affidavit of Posting

State of Arizona
Department of Liquor Licenses and Control

Created 01/08/2025 @ 03:52:23 PM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	QUIKTRIP #1505		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	7109 E US HIGHWAY 60 GOLD CANYON, AZ 85118 USA		
Mailing Address:	PO BOX 1833 TEMPE, AZ 85280 USA		
Phone:	(480)921-2800		
Alt. Phone:			
Email:	CHARLES@HUELLMANTEL.COM		

AGENT

Name:	PERRY CHARLES HUELLMANTEL
Gender:	Male
Correspondence Address:	PO BOX 1833 TEMPE, AZ 85280-1833 USA
Phone:	(480)921-2800
Alt. Phone:	
Email:	CHARLES@HUELLMANTEL.COM

OWNER

Name:	QUIKTRIP CORPORATION		
Contact Name:	PERRY CHARLES HUELLMANTEL		
Type:	CORPORATION		
AZ CC File Number:	F08755030	State of Incorporation:	OK
Incorporation Date:	05/14/1999		
Correspondence Address:	PO BOX 1833 TEMPE, AZ 85280 USA		
Phone:	(480)921-2800		
Alt. Phone:			
Email:	CHARLES@HUELLMANTEL.COM		

Officers / Stockholders

60th day
03-09-2025
105th day
04-23-2025

Name:	Title:	% Interest:
CADIEUX FAMILY HOLDINGS LLC	Stockholder	45.00
CHESTER EDOUARD CADIEUX III	CEO,Pres	10.00

QUIKTRIP CORPORATION - CEO,Pres

Name: CHESTER EDOUARD CADIEUX III
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (918)615-7700
Alt. Phone:
Email:

QUIKTRIP CORPORATION - Stockholder

Name: CADIEUX FAMILY HOLDINGS LLC
Contact Name: PERRY CHARLES HUELLMANTEL
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (480)921-2800
Alt. Phone:
Email:

CADIEUX FAMILY HOLDINGS LLC - Managing Member

Name: CHESTER EDOUARD CADIEUX II
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280
USA
Phone: (918)615-7700
Alt. Phone:
Email:

<h2>MANAGERS</h2>

Name: JAMES CHRISTOPHER ROBINSON
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (480)446-6325
Alt. Phone:
Email: JROBINSO@QUIKTRIP.COM

Name: CHRISTOPHER MICHAEL CARLSON
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (480)446-6335
Alt. Phone:
Email: CCARLSON@QUICKTRIP.COM

APPLICATION INFORMATION

Application Number: 309854
Application Type: New Application
Created Date: 09/16/2024

QUESTIONS & ANSWERS

010 Beer and Wine Store

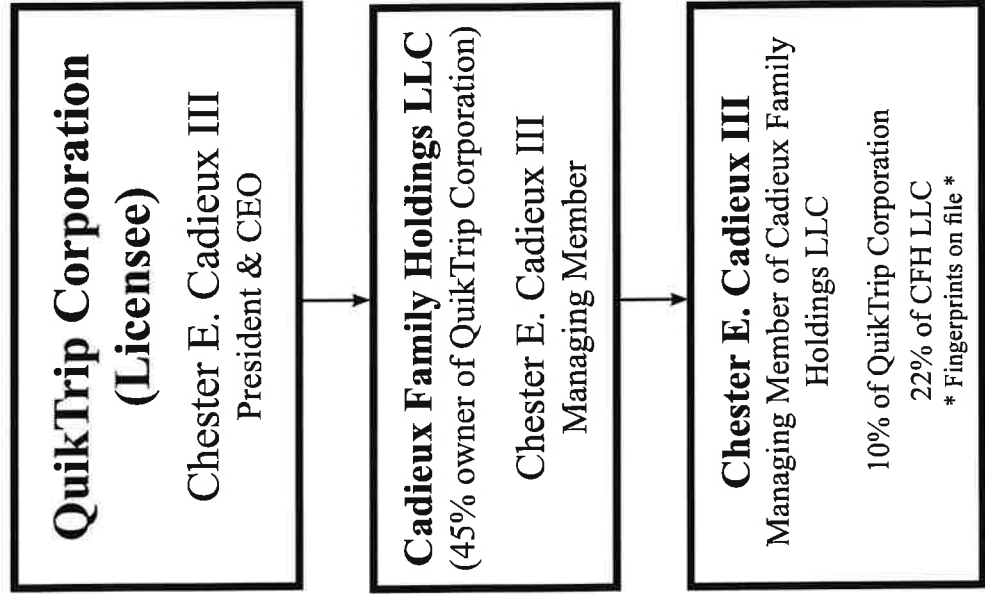
- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
Peralta Trail Elementary School
10965 E. Peralta Rd.
Gold Canyon, AZ 85118
+/- 2.27 miles
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Owner
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
~~Yes~~ NO, Pinal County
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
October 2025

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	1505 Floor Plan.pdf	12/03/2024
QUESTIONNAIRE	QT - 1505 - CEC.pdf	12/03/2024
QUESTIONNAIRE	PCH - 1505 - Questionnaire.pdf	12/03/2024
QUESTIONNAIRE	QT - 1505 - CMC Questionnaire.pdf	12/03/2024
ORGANIZATIONAL DOCUMENTS	QT - Liquor - Ownership Breakdown for Liquor Applications.pdf	12/03/2024
MISCELLANEOUS	C. Carlson - 2023 Training Certificates.pdf	12/03/2024
MISCELLANEOUS	C. Carlson Fingerprint Receipt.jpeg	12/03/2024
MISCELLANEOUS	PCH - Title 4 Training Certificate 6-18-24.pdf	12/03/2024
ALIEN STATUS	PCH Alien Status Form.pdf	12/03/2024
	QT 1505 PCH.pdf	12/20/2024
	QT 1505 CMC.pdf	12/20/2024
	QT 1505 CEC.pdf	12/20/2024

Section 6, Question #2

QUIKTRIP OWNERSHIP BREAKDOWN



* No other person or entity has a 10% or greater interest in the liquor license

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: **Thursday, January 9, 2025**

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Pinal County Board of Supervisors

PLACE **135 N. Pinal St., Florence, AZ 85132** DATE/TIME **Wednesday, February 5, 2025 @ 9:30 a.m.**

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: **(520) 866-6068**

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: (520) 866-6068

STATE LIQUOR DEPT: (602) 542-9789



NOTICE
APPLICATION FOR PERMITS
DATE: 01/09/2025
PROJECT: [Illegible]
[Illegible]

01/09/2025 16:25

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: **Thursday, January 9, 2025**

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
Pinal County Board of Supervisors

PLACE **135 N. Pinal St., Florence, AZ 85132** DATE/TIME **Wednesday, February 5, 2025 @ 9:30 a.m.**

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: **(520) 866-6068**

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS RELATING TO THIS APPLICATION, CONTACT THE STATE LIQUOR BOARD: **800 W WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 (602) 542-8788**

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL: LOCAL GOVERNING BODY (520) 866-6068 STATE LIQUOR DEPT (602) 542-8788
POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE

State of Arizona
Department of Liquor Licenses and Control
Created: 01/09/2025 @ 10:52:31 PM
1 - 1st Governing Body Report

LICENSE

Name: JERRY TRIP, JR.
Type: Retail
Status: Pending
Original Issue Date: 11/18/2014
Expiration Date: 11/18/2025
Original Issue Date: 11/18/2014
Expiration Date: 11/18/2025
Address: 135 N PINAL ST
FLORENCE, AZ 85132
City: FLORENCE, AZ 85132
Phone: (520) 866-6068
Alt. Phone: (520) 866-6068
Email: JERRYTRIP@AZLIQUOR.COM

AGENT

Name: JERRY TRIP, JR.
Type: Retail
Status: Pending
Original Issue Date: 11/18/2014
Expiration Date: 11/18/2025
Original Issue Date: 11/18/2014
Expiration Date: 11/18/2025
Address: 135 N PINAL ST
FLORENCE, AZ 85132
City: FLORENCE, AZ 85132
Phone: (520) 866-6068
Alt. Phone: (520) 866-6068
Email: JERRYTRIP@AZLIQUOR.COM

OWNER

Name: QUINCY CORPORATION
Type: Retail
Status: Pending
Original Issue Date: 11/18/2014
Expiration Date: 11/18/2025
Original Issue Date: 11/18/2014
Expiration Date: 11/18/2025
Address: 135 N PINAL ST
FLORENCE, AZ 85132
City: FLORENCE, AZ 85132
Phone: (520) 866-6068
Alt. Phone: (520) 866-6068
Email: JERRYTRIP@AZLIQUOR.COM

10/14 day
03-09-2025
105th day
04-23-2025

01/09/2025 16:25



NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: **Thursday, January 9, 2025**

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
Pinal County Board of Supervisors

PLACE 135 N. Pinal St., Florence, AZ 85132 DATE/TIME Wednesday, February 5, 2025 @ 9:30 a.m.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (520) 866-6068

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING

OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO

REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL: LOCAL GOVERNING BODY: (520) 866-6068 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

State of Arizona Department of Liquor Licenses and Control

Created 01/08/2025 @ 01:52:23 PM
Local Governing Body Report

LICENSE

Name: QUICKEE #1300 Type: 600 BEER AND WINE STORE
Status: Pending
Issue Date: Treatment Date:
Original Issue Date:
Location: 208 N US HIGHWAY 80
GLENDALE, AZ 85116
Mailing Address: PO BOX 1911
GLENDALE, AZ 85116
Phone: (602) 542-9789
Alt. Phone:
Email: CHARLES@BULLMANTEL.COM

AGENT

Name: PERRY CHARLES BULLMANTEL
Address: 2700 N
Comptroller Address: PO BOX 1911
GLENDALE, AZ 85116
Phone: (602) 542-9789
Alt. Phone:
Email: CHARLES@BULLMANTEL.COM

OWNER

Name: QUICKEE CORPORATION
Contact Name: PERRY CHARLES BULLMANTEL
Type: CORPORATION
ALCC File Number: 60719686 State of Incorporation: AZ
Registration Date: 03/07/2000
Comptroller Address: PO BOX 1911
GLENDALE, AZ 85116
Phone: (602) 542-9789
Alt. Phone:
Email: CHARLES@BULLMANTEL.COM

60th day
03-09-2025
105th day
04-23-2025

01/09/2025 16:25



**Local Governing Body
Recommendation
A.R.S. § 4-201(C)**

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

Type or Print with Black Ink

City or Town of: _____ Liquor License/Application #: _____
(Circle one) (Arizona license/application #)

County of: _____ City/Town/County #: _____

Licensed establishment that will be operating within an “entertainment district” as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district)

_____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The _____ at a _____ meeting held
(Governing body) (Regular or special)

on the _____ of _____, _____ considered the application of _____
(Day) (Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____.
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ on _____, _____.
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)



POSTING

Job# _____
DLLC use only

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

Type or Print with Black Ink

Date of Posting: 01/09/25

Date of Posting Removal: 1/30/25

Applicant's Name: Huellmantel Perry Charles
Last First Middle

Business Address: 7109 E. US Highway 60, Gold Canyon 85118
Street City Zip

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

David Villazon Code Compliance 520-866-7410
Print Name of City/County Official Title Phone Number

[Signature] 1-30-25
Signature Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Supervisor Vitiello's reappointment of Rand Del Cotto, Maricopa, AZ 85139 to the Planning & Zoning Commission, term of service will be from January 30, 2025, through January 29, 2029. Supervisor District #1. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History		
Time	Who	Approval

ATTACHMENTS:
Click to download
<input type="checkbox"/> Certificate of Appointment

PINAL COUNTY BOARD OF SUPERVISORS

CERTIFICATE OF APPOINTMENT

TO

RAND DEL COTTO

Is hereby Reappointed to the
Planning and Zoning Commission
Term: January 30, 2025 through January 29, 2029
District 1

This appointment has been made in accordance with the provision of A.R.S. §11-802.

Approved this 5th day of February, 2025 by the Pinal County Board of Supervisors.

This appointment recommended by Supervisor Rich Vitiello

(seal)

Rich Vitiello
District 1, Supervisor



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Development Services-Public Works

Director: Joe Ortiz

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 020525-RD24-102 accepting Subdivision Improvement Performance Bond No. 800189277, associated with Amarillo Creek Unit 2A-Parcel 2.6, located in Section 17, Township 5 South, Range 3 East. Supervisor District #1. (RD24-102) (Christopher Wanamaker/Joe Ortiz)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There are no expected fiscal considerations or impacts associated with this agenda item.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

There are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History

Time	Who	Approval
1/23/2025 5:06 PM	County Attorney	Yes
1/28/2025 12:16 PM	Budget Office	Yes
1/28/2025 4:25 PM	County Manager	Yes
1/28/2025 4:29 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

[Resolution](#)

[PM](#)

When recorded, return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ACCEPTING SUBDIVISION IMPROVEMENT PERFORMANCE BOND NO. 800189277 FOR THE COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH AMARILLO CREEK UNIT 2A - PARCEL 2.6, LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SUPERVISORY DISTRICT 1.

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request by the subdivider and recommended by the Director of Public Works; and,

WHEREAS, provision has been made by law and ordinance whereby a subdivider shall provide financial security to assure completion of construction of all required public subdivision improvements in conformance with Pinal County standards and requirements; and,

WHEREAS, the subdivider of Amarillo Creek Unit 2A – Parcel 2.6 has provided the Subdivision Improvement Performance Bond attached hereto as **Exhibit “A”** in the amount of Three Million Nine Hundred Ninety Three Thousand Nine Hundred Eighty Seven Dollars and 32/100 (\$3,993,987.32) as such financial security.

NOW, THEREFORE, BE IT RESOLVED, by the Pinal County Board of Supervisors that the Subdivision Improvement Performance Bond attached hereto as **Exhibit “A”** is hereby approved and accepted.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

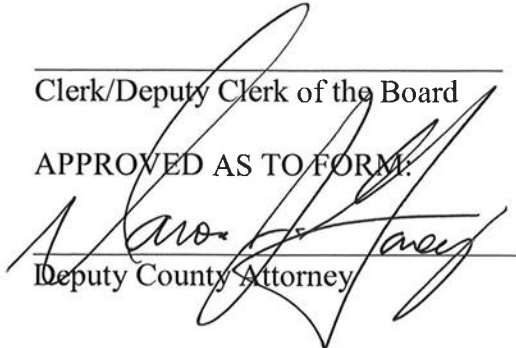
PASSED AND ADOPTED this _____ day of _____, 2025, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

EXHIBIT "A"

TO

RESOLUTION NO. _____

[Subdivision Improvement Performance Bond No. 800189277]

SUBDIVISION IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we Ashton Woods Construction, LLC, an Arizona limited liability company as Principal, and Atlantic Specialty Insurance Company, a corporation created, organized and existing under and by virtue of the laws of New York and licensed to do business in the State of Arizona as Surety, are held and firmly bound unto Pinal County, a political subdivision of the State of Arizona, as Obligee, in the sum of Three Million, Nine Hundred Ninety-Three Thousand, Nine Hundred Eighty-Seven and $\frac{32}{100}$ Dollars (\$3,993,987.32), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, by these presents; and

WHEREAS, the Principal intends to file with Pinal County, Arizona, a plat of a subdivision in Pinal County, more particularly described as Amarillo Creek Unit 2A – Parcel 2.6 (FP24-002) and endorsed on said plat is the requirement to construct and install public improvements for paving of subdivision streets and grading, sewer, water, paving, landscape and street lights; and

WHEREAS, provision has been made by law and ordinance whereby the Principal shall provide security to assure complete installation of said improvements in conformance with Pinal County standards and in favor of Pinal County, which shall indemnify said County and secure said County that actual construction of said improvements in conformance with County standards, in the event said Principal shall fail to install said improvements within the specified period of time described below.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully complete the construction and installation of said improvements in conformance with County standards within two years from the date of approval of said subdivision plat, then this obligation shall become null and void; otherwise it remains in full force and effect.

The Principal and Surety, jointly and severally agree, that if said Principal fails to construct said improvements as herein required or fails to conform said improvements to Pinal County standards, Surety, with the consent of Obligee, may cause said improvements to be completed or made to conform to Pinal County Standards with Surety continuing to be firmly bound under a continuing obligation for the payment of all necessary costs and expenses or Obligee shall have the right to construct and maintain, or pursuant to public advertisement and receipt and acceptance of bids, cause to be constructed and maintained said subdivision improvements and the Principal and Surety shall be jointly and severally liable hereunder to pay to and indemnify the Obligee upon completion of such construction and maintenance, the cost to the Obligee thereof, including but not limited to engineering, legal and contingent costs and expenses.

The term of this bond shall begin upon the date of filing this subdivision improvement performance bond with Pinal County and shall remain in effect until the completion of the work in conformance with Pinal County standards.

Signed, sealed and dated this 14th day of January, 2025.

Address and telephone

8655 East Via De Ventura

Suite F-250

Scottsdale, Arizona 85258

(480) 515-9955

Principal

Ashton Woods Construction, LLC,

an Arizona limited liability company

By: Tara South

Name: Tara South

Title: VP of Finance

Address and telephone

1411 Opus Place, Suite 450

Downers Grove, IL 60515

(630) 468-5647 (Diane Rubright)

Surety

Atlantic Specialty Insurance Company,

a corporation

By: Stephen Kazmer

Name: Stephen Kazmer

Title: Attorney-in-Fact

****ALSO REQUIRED IS A NOTARY SHEET FOR EACH OF THE ABOVE SIGNATURES AND A COPY OF ANY POWER OF ATTORNEY****



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amy Wickett, James Moore, Jennifer J. Mc Comb, Kelly A. Gardner, Martin Moss, Melissa A. Schmidt, Stephen Kazmer**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

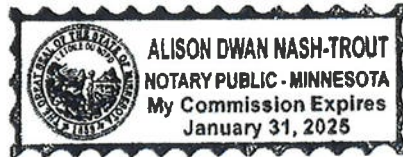
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.




By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and Sealed. Dated 14th Day of January, 2025.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

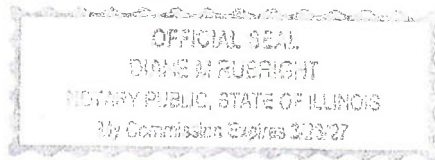
On January 14, 2025, before me, Diane M. Rubright, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Stephen Kazmer, known to me to be Attorney-in-Fact of Atlantic Specialty Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2027

Diane M. Rubright

Diane M. Rubright, Notary Public
Commission No. 817036



STATE OF ARIZONA}

MARICOPA COUNTY}

On January 14, 2025, before me, Monice Olives, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Tara South, known to me to be VP of Finance of Ashton Woods Arizona, the limited liability company described in and that executed the within and forgoing instrument on behalf of the said limited liability company, and she duly acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

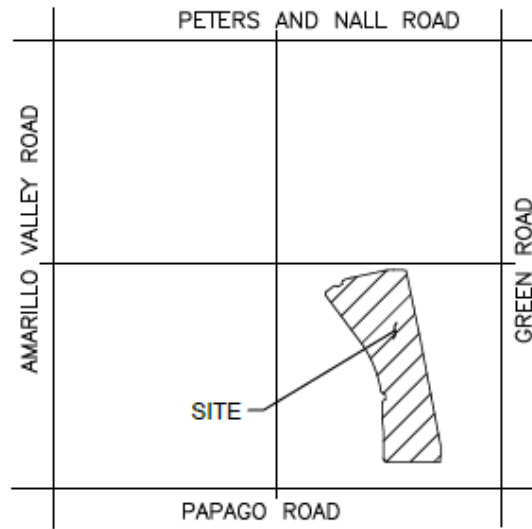
My Commission Expires 06-30-26.

Monice L Olives

Monica L. Olives

, Notary Public





VICINITY MAP
(NOT-TO-SCALE)





PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Development Services-Public Works

Director: Joe Ortiz

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 020525-RD24-103 accepting Subdivision Improvement Performance Bond No. 800189276, associated with Amarillo Creek Unit 2A-Parcel 2.7, located in Section 17, Township 5 South, Range 3 East. Supervisor District #1. (RD24-103) (Christopher Wanamaker/Joe Ortiz)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There are no expected fiscal considerations or impacts associated with this agenda item.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

There are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History

Time	Who	Approval
1/23/2025 5:09 PM	County Attorney	Yes
1/28/2025 12:16 PM	Budget Office	Yes
1/28/2025 4:25 PM	County Manager	Yes
1/28/2025 4:29 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

[Resolution](#)

[PM](#)

When recorded, return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ACCEPTING SUBDIVISION IMPROVEMENT PERFORMANCE BOND NO. 800189276 FOR THE COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH AMARILLO CREEK UNIT 2A - PARCEL 2.7, LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SUPERVISORY DISTRICT 1.

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request by the subdivider and recommended by the Director of Public Works; and,

WHEREAS, provision has been made by law and ordinance whereby a subdivider shall provide financial security to assure completion of construction of all required public subdivision improvements in conformance with Pinal County standards and requirements; and,

WHEREAS, the subdivider of Amarillo Creek Unit 2A – Parcel 2.7 has provided the Subdivision Improvement Performance Bond attached hereto as **Exhibit “A”** in the amount of Five Million Seven Hundred Forty Four Thousand Two Hundred Eight Two Dollars and 96/100 (\$5,744,282.96) as such financial security.

NOW, THEREFORE, BE IT RESOLVED, by the Pinal County Board of Supervisors that the Subdivision Improvement Performance Bond attached hereto as **Exhibit “A”** is hereby approved and accepted.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

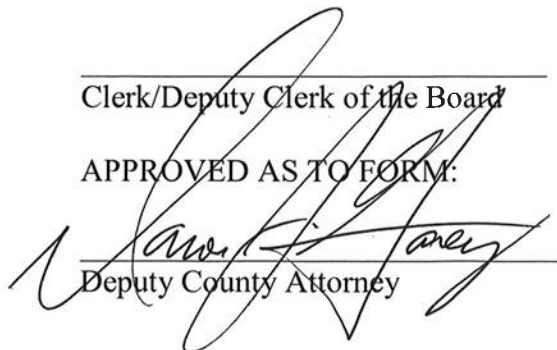
PASSED AND ADOPTED this _____ day of _____, 2025, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

EXHIBIT "A"

TO

RESOLUTION NO. _____

[Subdivision Improvement Performance Bond No. 800189276]

SUBDIVISION IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we Ashton Woods Construction, LLC, an Arizona limited liability company as Principal, and Atlantic Specialty Insurance Company, a corporation created, organized and existing under and by virtue of the laws of New York and licensed to do business in the State of Arizona as Surety, are held and firmly bound unto Pinal County, a political subdivision of the State of Arizona, as Obligee, in the sum of Five Million, Seven Hundred Forty-Four Thousand, Two Hundred Eighty-Two and .96/100 Dollars (\$5,744,282.96), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, by these presents; and

WHEREAS, the Principal intends to file with Pinal County, Arizona, a plat of a subdivision in Pinal County, more particularly described as Amarillo Creek Unit 2A – Parcel 2.7 (FP24-003) and endorsed on said plat is the requirement to construct and install public improvements for paving of subdivision streets and grading, sewer, water, paving, landscape and street lights; and

WHEREAS, provision has been made by law and ordinance whereby the Principal shall provide security to assure complete installation of said improvements in conformance with Pinal County standards and in favor of Pinal County, which shall indemnify said County and secure said County that actual construction of said improvements in conformance with County standards, in the event said Principal shall fail to install said improvements within the specified period of time described below.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully complete the construction and installation of said improvements in conformance with County standards within two years from the date of approval of said subdivision plat, then this obligation shall become null and void; otherwise it remains in full force and effect.

The Principal and Surety, jointly and severally agree, that if said Principal fails to construct said improvements as herein required or fails to conform said improvements to Pinal County standards, Surety, with the consent of Obligee, may cause said improvements to be completed or made to conform to Pinal County Standards with Surety continuing to be firmly bound under a continuing obligation for the payment of all necessary costs and expenses or Obligee shall have the right to construct and maintain, or pursuant to public advertisement and receipt and acceptance of bids, cause to be constructed and maintained said subdivision improvements and the Principal and Surety shall be jointly and severally liable hereunder to pay to and indemnify the Obligee upon completion of such construction and maintenance, the cost to the Obligee thereof, including but not limited to engineering, legal and contingent costs and expenses.

The term of this bond shall begin upon the date of filing this subdivision improvement performance bond with Pinal County and shall remain in effect until the completion of the work in conformance with Pinal County standards.

Signed, sealed and dated this 14th day of January, 2025.

Address and telephone

8655 East Via De Ventura

Suite F-250

Scottsdale, Arizona 85258

(480) 515-9955

Principal

Ashton Woods Construction, LLC

an Arizona limited liability company

By: Tara South

Name: Tara South

Title: VP of Finance

Address and telephone

1411 Opus Place, Suite 450

Downers Grove, IL 60515

(630) 468-5647 (Diane Rubright)

Surety

Atlantic Specialty Insurance Company,

a corporation

By: Stephen Kazmer

Name: Stephen Kazmer

Title: Attorney-in-Fact

****ALSO REQUIRED IS A NOTARY SHEET FOR EACH OF THE ABOVE SIGNATURES AND A COPY OF ANY POWER OF ATTORNEY****



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amy Wickett, James Moore, Jennifer J. Mc Comb, Kelly A. Gardner, Martin Moss, Melissa A. Schmidt, Stephen Kazmer**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

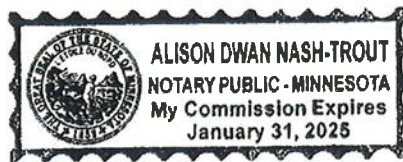
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.




By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and Sealed. Dated 14th Day of January, 2025.



This Power of Attorney expires
January 31, 2025


Kara L.B. Barrow, Secretary

STATE OF ILLINOIS }
COUNTY OF DU PAGE }

On January 14, 2025, before me, Diane M. Rubright, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Stephen Kazmer, known to me to be Attorney-in-Fact of Atlantic Specialty Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2027

Diane M. Rubright

Diane M. Rubright, Notary Public
Commission No. 817036



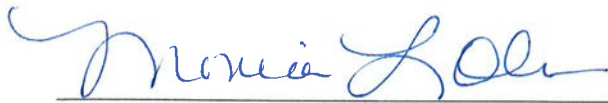
STATE OF ARIZONA}

MARICOPA COUNTY}

On January 14, 2025, before me, Monica Olivos, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Tara South, known to me to be VP of Finance of Ashton Woods Arizona, the limited liability company described in and that executed the within and forgoing instrument on behalf of the said limited liability company, and she duly acknowledged to me that such limited liability company executed the same.

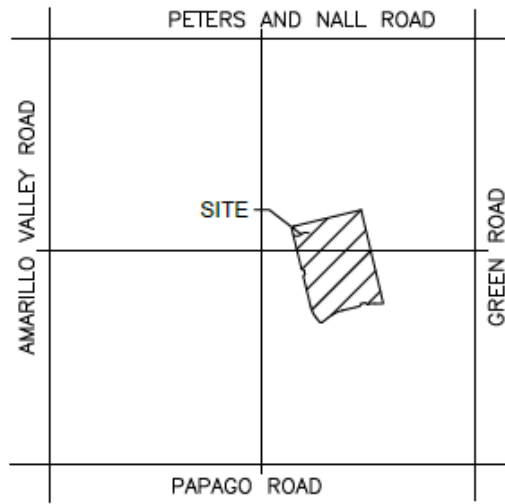
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 06-30-26.



Monica L. Olivos

, Notary Public



VICINITY MAP
(NOT-TO-SCALE)





PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Development Services-Public Works

Director: Joe Ortiz

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 020525-RD24-104 accepting Subdivision Improvement Performance Bond No. 800189275, associated with Amarillo Creek Unit 2A-Parcel 2.8, located in Section 17, Township 5 South, Range 3 East. Supervisor District #1. (RD24-104) (Christopher Wanamaker/Joe Ortiz)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There are no expected fiscal considerations or impacts associated with this agenda item.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

There are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History

Time	Who	Approval
1/23/2025 5:10 PM	County Attorney	Yes
1/27/2025 9:07 AM	Budget Office	Yes
1/28/2025 4:13 PM	County Manager	Yes
1/28/2025 4:29 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

[Resolution](#)

[PM](#)

When recorded, return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ACCEPTING SUBDIVISION IMPROVEMENT PERFORMANCE BOND NO. 800189275 FOR THE COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH AMARILLO CREEK UNIT 2A - PARCEL 2.8, LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SUPERVISORY DISTRICT 1.

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request by the subdivider and recommended by the Director of Public Works; and,

WHEREAS, provision has been made by law and ordinance whereby a subdivider shall provide financial security to assure completion of construction of all required public subdivision improvements in conformance with Pinal County standards and requirements; and,

WHEREAS, the subdivider of Amarillo Creek Unit 2A – Parcel 2.8 has provided the Subdivision Improvement Performance Bond attached hereto as **Exhibit “A”** in the amount of Five Million Eight Thousand Four Hundred Ninety Nine Dollars and 98/100 (\$5,008,499.98) as such financial security.

NOW, THEREFORE, BE IT RESOLVED, by the Pinal County Board of Supervisors that the Subdivision Improvement Performance Bond attached hereto as **Exhibit “A”** is hereby approved and accepted.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

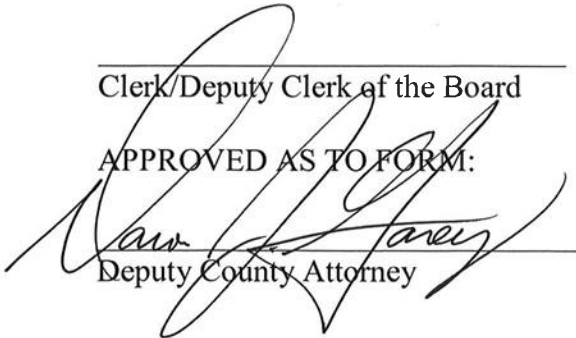
PASSED AND ADOPTED this _____ day of _____, 2025, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

EXHIBIT "A"

TO

RESOLUTION NO. _____

[Subdivision Improvement Performance Bond No. 800189275]

SUBDIVISION IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we Ashton Woods Construction, LLC, an Arizona limited liability company as Principal, and Atlantic Specialty Insurance Company, a corporation created, organized and existing under and by virtue of the laws of New York and licensed to do business in the State of Arizona as Surety, are held and firmly bound unto Pinal County, a political subdivision of the State of Arizona, as Obligee, in the sum of Five Million, Eight Thousand, Four Hundred Ninety-Nine and .98/100 Dollars (\$5,008,499.98), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, by these presents; and

WHEREAS, the Principal intends to file with Pinal County, Arizona, a plat of a subdivision in Pinal County, more particularly described as Amarillo Creek Unit 2A – Parcel 2.8 (FP24-004) and endorsed on said plat is the requirement to construct and install public improvements for paving of subdivision streets and grading, sewer, water, paving, landscape and street lights; and

WHEREAS, provision has been made by law and ordinance whereby the Principal shall provide security to assure complete installation of said improvements in conformance with Pinal County standards and in favor of Pinal County, which shall indemnify said County and secure said County that actual construction of said improvements in conformance with County standards, in the event said Principal shall fail to install said improvements within the specified period of time described below.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully complete the construction and installation of said improvements in conformance with County standards within two years from the date of approval of said subdivision plat, then this obligation shall become null and void; otherwise it remains in full force and effect.

The Principal and Surety, jointly and severally agree, that if said Principal fails to construct said improvements as herein required or fails to conform said improvements to Pinal County standards, Surety, with the consent of Obligee, may cause said improvements to be completed or made to conform to Pinal County Standards with Surety continuing to be firmly bound under a continuing obligation for the payment of all necessary costs and expenses or Obligee shall have the right to construct and maintain, or pursuant to public advertisement and receipt and acceptance of bids, cause to be constructed and maintained said subdivision improvements and the Principal and Surety shall be jointly and severally liable hereunder to pay to and indemnify the Obligee upon completion of such construction and maintenance, the cost to the Obligee thereof, including but not limited to engineering, legal and contingent costs and expenses.

The term of this bond shall begin upon the date of filing this subdivision improvement performance bond with Pinal County and shall remain in effect until the completion of the work in conformance with Pinal County standards.

Signed, sealed and dated this 14th day of January, 2025.

Address and telephone

8655 East Via De Ventura

Suite F-250

Scottsdale, Arizona 85258

(480) 515-9955

Principal

Ashton Woods Construction, LLC

an Arizona limited liability company

By: Tara South

Name: Tara South

Title: VP of Finance

Address and telephone

1411 Opus Place, Suite 450

Downers Grove, Il 60515

(630) 468-5647 (Diane Rubright)

Surety

Atlantic Specialty Insurance Company

a corporation

By: Stephen Kazmer

Name: Stephen Kazmer

Title: Attorney-in-Fact

****ALSO REQUIRED IS A NOTARY SHEET FOR EACH OF THE ABOVE SIGNATURES AND A COPY OF ANY POWER OF ATTORNEY****



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Amy Wickett, James Moore, Jennifer J. Mc Comb, Kelly A. Gardner, Martin Moss, Melissa A. Schmidt, Stephen Kazmer, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

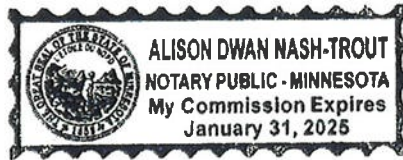
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.


STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and Sealed. Dated 14th Day of January, 2025.

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On January 14, 2025, before me, Diane M. Rubright, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Stephen Kazmer, known to me to be Attorney-in-Fact of Atlantic Specialty Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2027

Diane M. Rubright

Diane M. Rubright, Notary Public
Commission No. 817036



STATE OF ARIZONA}

MARICOPA COUNTY}

On January 14, 2025, before me, Monica Olives, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Tara South, known to me to be VP of Finance of Ashton Woods Arizona, the limited liability company described in and that executed the within and forgoing instrument on behalf of the said limited liability company, and she duly acknowledged to me that such limited liability company executed the same.

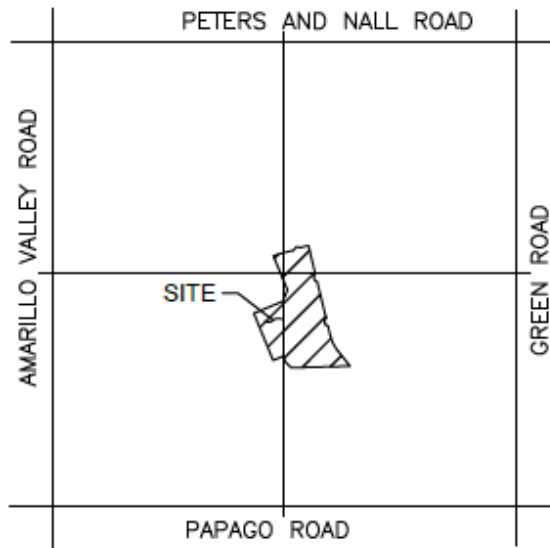
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 06 30-26.

Monica L. Olives

Monica L. Olives, Notary Public





VICINITY MAP
(NOT-TO-SCALE)





PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Special Event Permit SEP-023-24: 24 Hours in Old Pueblo Cycling Event hosted by EPIC Rides at Willow Springs Ranch, Oracle, AZ, February 14, 2025 through February 16, 2025: permitted upon fulfillment of Emergency Management documentation approval, Certificate of Insurance approval, Generator Permit approval, and Environmental Health approval for food vendors; all due by February 7, 2025. Supervisor District #4. (Valerie Lujan/Brent Billingsley)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

N/A

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

N/A

MOTION:

Approved as submitted

History	Time	Who	Approval
	1/23/2025 3:43 PM	County Attorney	Yes
	1/23/2025 4:19 PM	County Manager	Yes
	1/24/2025 12:47 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
<input type="checkbox"/> SEP-023-24 APPLICATION DOCS
<input type="checkbox"/> SEP-023-24 PRESENTATION

BOS Packet
SEP-023-24
****LARGE EVENT****
24 Hours in Old Pueblo
(2025)



PINAL COUNTY
DEVELOPMENT SERVICES

PINAL COUNTY SPECIAL EVENT COORDINATOR: ERIC DANIELS 520.866.6410

GENERAL OVERVIEW & APPLICATION



PINAL COUNTY COMMUNITY DEVELOPMENT
85 N FLORENCE ST 1st Floor, FLORENCE, AZ 85132/520-866-6442

LARGE SPECIAL EVENT APPLICATION

SEP # 023-24

A Large Special Event means an event expected to draw more than 1000 people or exceeds 4 days in duration. A Special Events Emergency Contingency Plan (SEECF) will be required for events exceeding 500 patrons.

Note: This application must be submitted to the Special Event Coordinator at least 120 days (4 months) prior to event date. Special Event Permit fees are due at submittal.

Section 1: Applicant Information

Event Title 24 Hours in the Old Pueblo

Special Event Owner/Sponsor ("Owner"): Mountain Bike America LLC;dba Epic Rides

(This will be the name listed on the insurance.)
Address: PO BOX 12703 City: Tucson st: AZ Zip: 85732

Email address: jdaniels@epicrides.com

*Telephone: 520-661-8805 Cell: 520-661-8805

Web Address: https://epicrides.com/events/24-hours-in-the-old-pueblo/event-guide/

Contact Person (Coordinator): John Daniels (Event Director, Epic Rides)

Section 2: Property Information

Event Location Name: Tipperary Road, West of Willow Springs Road

Property Owner Arizona State Lands

Address: 1616 W. Adams Street City: Phoenix st: AZ Zip: 85007

Phone Number 602-542-4621 Email kwilliams@azlands.gov

Parcel Number (s): (T8S, R13E) & (T8S, R14E)

Current Property Use: State Trust Land leased to Willow Springs Ranch

Section 3: General Event Information

Purpose and Description: Fundraising Mountain Bike Event

Event Category (check ALL that apply):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Bicycle/Foot Race | <input type="checkbox"/> Dance | <input type="checkbox"/> Parade |
| <input type="checkbox"/> Fireworks | <input type="checkbox"/> Festival/Celebration | <input type="checkbox"/> Motorized vehicle race |
| <input type="checkbox"/> Carnival/Amusement Rides | <input type="checkbox"/> Wine tasting/food | <input type="checkbox"/> Tent Revival |
| <input type="checkbox"/> Circus | <input type="checkbox"/> Inflatable/Jumpers | <input type="checkbox"/> Art Show |
| <input type="checkbox"/> Concert/Performance | <input type="checkbox"/> Market/Sales | <input type="checkbox"/> Other: _____ |

Please attach a site plan(s) showing all pertinent event features such as parking areas, tents, structures, vendor locations, location of portable restrooms and showers, carnival rides, camping areas, security staging, medical stations, helipads, ingress and egress routes, major adjacent streets or highways, railroads or washes, band or recreational centers, seating areas, and fireworks shows. Be as complete and detailed as possible as this will explain the layout of your event to many departments.

Event Start Date: 2/14/25 Event End Date: 2/16/25
 Event Hours of Operation: 2/14 (6a-11:59p), (2/15 12a-11:59p), 2/16 (12a-11:59p)
 Setup Date: 2/10/25 Time: 8:00 AM Dismantle Date: 2/17/25 Time: 12:00 PM

Anticipated Attendance: Per Hour (peak) n/a Per Day total: 2,000

Is there entertainment associated with your event? Yes No

If yes, please indicate the types of entertainment

(Check all that apply):
 Live Music Disc Jockey (DJ) Children's Activities
 Theatrical Performance Dancing Other: Industry Expo

Will there be ADA accessible parking and pedestrian aisles throughout your event? The aisle should include accessibility to food areas, restrooms, and parking lots? Yes No

Will you be constructing any temporary structures for your event such as stages, towers, bleachers or platforms?
 Yes No

Will you have any tents? Yes No what sizes and how many of each? (1) 80'x40' (2) 20'x10' (6) 10'x10'

Does your event require electricity? Yes No

What type of electrical will be supplied?

Metered Generators (how many? 2) Extension cords Spider box

Section 4: Public Works-Street or Right-of-Way Information

Does your event utilize any State, County or City rights of way, causing any detours or closures? Yes No
 (You may be required to obtain a Rights-of-Way permit from each jurisdiction.)

If yes, please **ATTACH** a traffic control plan, which indicates all streets you are requesting to use and/or close. Date(s) of use: _____

Does your event utilize a state highway for access or as part of the event? Yes No
If yes, a copy of the Arizona Department of Transportation (ADOT) permit must be included with this application.

At the discretion of the Public Works Department, applicant may be required to provide the following:

- Site map/route map of event including date and time of event.
- Traffic control plan in concurrence with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Include the name and number of the person responsible for the set up and maintenance of traffic control.
- Proof of insurance.
- Contact information for event emergency contact.

Section 5: Air Quality Information

Will your event utilize any dirt or graveled roadways, entrances, or parking areas (including overflow)?

Yes No If "yes", complete the Air Quality Special Event Checklist available at:

<http://www.pinalcountyz.gov/AirQuality/Documents/Dust/Special%20event%20application.pdf>

Call 520-866-6929 for more information.

Section 6: Alcoholic Beverage Information

Will participants be allowed to bring alcoholic beverages to your events? Yes No

Does your event utilize on site SALE of alcoholic beverages? Yes No

If yes to either of the above questions, please select all that apply: Liquor/Spirits Beer Wine

Have State permits for selling alcohol been applied for? Yes No

Information regarding a liquor license can be found at <http://www.azliquor.gov/licensing/>.

Has permission been granted by property owner to allow sales of alcohol on site? Yes No

Section 7: Environmental—Food

Will your event have any food booths where food is being prepared/cooked? Yes No

If yes, how many food booths? 5

Which of the following services will be supplied to or utilized by the food vendors?

- Water
- Electricity
- Grease disposal
- Garbage disposal
- Appropriate Fire Extinguishers
- Propane

You will be required to submit to Pinal County Environmental Health **at least 2 weeks prior to the event** temporary food booth permits for each food vendor. NOTE: If you are using any food vendors from outside Pinal County, they will be required to obtain temporary food vendor permits also. <http://pinalcountyz.gov/EnvironmentalHealth/Pages/Documents.aspx>

Section 8: Aquifer Protection-Sanitation

Will there be portable showers at this event? Yes No Will there be portable restrooms on site? Yes No

If yes, # of showers: 5 stalls Fully contained? Yes No Grey water removal? Yes No

Will permanent structure restrooms be utilized for this event? Yes No

If yes, please provide the number of fixtures: Toilets _____ Urinals _____ Sinks _____

Will restrooms be provided in adjacent building (s)? Yes No

Total number of: portable restroom units: 92 ADA portable restroom units 2 Portable Restroom Unit Provider: StamBack

Total number of trash cans: 12 Dumpsters 5

Please ATTACH an agreement between your organization and portable restroom provider that includes the number of restrooms to be provided. Please note that for events held in parks, portable restrooms must be removed in a timely manner after the event.

Section 9: Fireworks, Open Fire and Camping Information

Does your event include the use of fireworks (i.e. fireworks, rockets, lasers, or other pyrotechnics)? Yes No

If yes, you will be required to obtain a fireworks permit from Pinal County Board of Supervisors prior to all fireworks exhibitions. Please describe pyrotechnics use: _____

Will your event have overnight camping? Yes No Number of campsites: 285

Will your event include any open fires (i.e. campfires, bonfires, etc)? Yes No

Note: Bonfires require a government agency sponsor; campfires must be less than 3 feet in diameter and 2 feet in height. Please describe types of fires that are planned:

All fires will be above ground, less than 3' in diameter and no greater than 2' in height, this regulation is communicated on event website, in the final email to all participants, event publications, pre-event brief and registration confirmations. In addition the area is spot checked.

***If your event will have fireworks and/or open fires you will be required to have on-site fire protection services from a fire department. Please provide a signed copy of the fire protection services contract with this application.

Section 10: Security and Medical Plan

Have you contacted Pinal County Sheriff's Office (PCSO) regarding the requirements for obtaining Deputies or private security staff to provide security for your event? Yes No

Do you have a contract in place for their services? Yes No

Please include a copy of all contracts with this application. Note: PCSO may require you to sign a contract for their services.

Number of PCSO personnel: 2 Number of private security personnel: n/a

Has the sponsor contracted with a medical provider, such as an ambulance provider, a fire department or a private medical provider, for medical support for your event? Yes No

***If yes, please provide a copy of all contracts from the medical providers. The contracts must include 24 hour emergency contact information for on-site medical supervisors; number, size and operation hours of the medical stations; number of ambulances; number of personnel and work schedule; type of medical equipment and supplies utilized by medical personnel for the event.

Emergency contact for medical service provider DURING event: Name American Medical Response (AMR) Number 520-833-7410

Please indicate the following:

Total number of medical personnel for the event: 15 AMR & SARA Number of Paramedics: 1 AMR

Number of EMTs: 2 AMR Number of ambulances: 1 AMR Number of helipads: 4 GPS coordinates of helipads: See map

Number of medical stations: 1 AMR & SARA Medical station shall provide basic necessities such as water, a place to lie down, a tent for protection, heating and/or cooling, etc.

Mobile Medical Teams (a medical team = 1 Paramedic and 1 EMT)

Number of foot teams: 1 Number of cart teams: Number of bike teams: 0

Please note that Emergency Management and Public Health will work with you to create an efficient medical and emergency plan for your event.

Section 11: Insurance Requirements

The Pinal County Risk Manager, at Risk Manager’s sole discretion, will determine insurance requirements for a Special Event following receipt of a Special Event Application/Permit. Insurance requirements apply to Special Event vendors, amusement ride companies and fireworks producers, their contractors and subcontractors as well as Special Event Owners/Sponsors. Requirements will depend, including but not limited to, on hazards and exposures associated with the specific Special Event.

Minimum required insurance shall be provided by companies licensed in the State of Arizona with a current AM Best, Inc. rating of A VII or better. Pinal County, its employees, volunteers and officials shall be named additional insured on all insurance policies except workers’ compensation, and, except for automobile liability, Pinal County’s additional insured status shall include premises liability and products/completed operations.

Coverage’s shall be primary and non-contributory with respect to any other insurance available to Pinal County, its employees, volunteers and officials and shall include a waiver of rights of recovery or subrogation against Pinal County, its officials, volunteers and employees without limitation for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, this Special Event.

Original copies of certificates of insurance and additional insured endorsements must be received by Pinal County Risk Management at least fifteen (15) working days prior to the event.

Minimum insurance requirements for any Special Event requiring a Special Event Application/Permit are listed below. Additional insurance or insurance limits and conditions may be required at the sole discretion of the Pinal County Risk Manager. The minimum insurance requirements of Pinal County do not limit the indemnity provisions of this Special Event Application/Permit and agreements. Pinal County does not represent that the minimum required insurance is adequate to protect the interests of any Special Event Owner/Sponsor, producer, vendor, their contractors or subcontractors or any other person or entity.

MINIMUM INSURANCE REQUIREMENTS:

Commercial General Liability (occurrence form) including products/completed operations, premises liability, broad form property damage and contractual liability:

- Small Event:** \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 general aggregate
- Large Event:** \$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate
- Very Large Event:** \$5,000,000 per occurrence, \$5,000,000 products/completed operations aggregate, \$10,000,000 general aggregate

Other liability insurance if applicable:

Liquor Liability:

- Small Event:** \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 general aggregate
- Large Event:** \$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate
- Very Large Event:** \$5,000,000 per occurrence, \$10,000,000 products/completed operations aggregate, \$10,000,000 general aggregate
- Fireworks production:** \$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate
- Carnival/amusement rides:** \$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate

Automobile Liability Insurance: Covering any automobiles or trucks used for the event: \$1,000,000 combined single limit including hired and non-owned auto

Workers' Compensation Insurance: Statutory limits and including Employer's Liability insurance of \$1,000,000 each accident, \$1,000,000 each disease and \$1,000,000 disease policy limits

INDEMNIFICATION

In consideration of the approval of a Special Event Application/Permit by Pinal County, to the fullest extent permitted by law, the Special Event Owner/Sponsor ("Owner") shall indemnify, defend, save and hold harmless Pinal County, its officials, agents, employees and volunteers ("County") without limitation from and against any and all claims, actions, liabilities, damages, losses, or expenses including but not limited to court costs, attorneys' fees, and costs of claim processing, investigation and litigation relating to, arising from, resulting from or alleged to have arisen or resulted from, the Special Event or caused, or alleged to have been caused, in whole or in part, by the acts or omissions of the County or Special Event Owner/Sponsor or any of their officials, owners, directors, employees, agents, contractors, subcontractors, invitees, participants or volunteers. It is agreed that Special Event Owner/Sponsor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Special Event Owner/Sponsor agrees to waive all rights of subrogation against County for losses arising or resulting from the Special Event.

OTHER GENERAL RISK MANAGEMENT REQUIREMENTS:

County Property: This Special Event Application/Permit is for Pinal County property and shall not be construed as authorization for use of adjacent private or public property, grounds or land. Special Event Owner/Sponsor shall be responsible for obtaining all necessary permits or agreements.

Damage to Pinal County Property: Special Event Owner/Sponsor will promptly compensate or reimburse Pinal County the full amount of any damage to, or loss of use of, Pinal County buildings, facilities, grounds, lands, water or property caused by Special Event Owner/Sponsor, its officers, officials, employees, members, guests, invitees or participants. Compensation or reimbursement to Pinal County shall also include, but not limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.

Damage to Special Event Owner/Sponsor Property: Pinal County shall not be responsible for loss of, damage to, or loss of use of tangible or intangible property of Special Event Owner/Sponsor, its officers, officials, employees, members, guests, invitees or participants.

Section 12: Signature

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Pinal County Special Event Ordinance, and I understand that this application is made subject to the rules and regulations established by Pinal County. I agree to comply with all other requirements of the County, State and Federal Government and any other applicable entity that may pertain to the use of the Event venue and the conduct of the Event

Special Event Owner/Sponsor ("Owner"): (Print) Todd Sadow, President Epic Rides

Signature:  Date: 10/29/2024
2FDAA53C55A44BF...

Pinal County Special Event Coordinator: *Valerie A Lujan* Date: 1/23/25

Chairman
Pinal County Board of Supervisors

ATTEST:

Clerk of the Board

Revised 4/2021

24 HOURS IN THE OLD PUEBLO SITE PLAN

CAMPING/PARKING FOR CARS, TRUCKS AND RVs
IN SHADED AREA



24 Hours in the Old Pueblo Site Plan Legend

- Generator 1 Model QX60: 47.5 KW
- Generator 2 Model XQ200: 200 KW
- Fire Extinguisher **X**
- Trail - - - - -
- Handicapped Accessible
- 10'x 10' Expo Tent

RECEIVED
Date: 01/16/2025
Permit #: 250116036

Fire Notes:

1. 2018 IFC 3103.9 Anchorage required: Tents or membrane structures and their appurtenances shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Tents shall not be secured to each other.
2. 2018 IFC Section 3106.2.3 Access: Fire apparatus access lanes shall be maintained and free of obstructions.
3. 2018 IFC Section 3106.4.4 Portable Fire Extinguishers: Provide 2A10BC fire extinguishers (with current inspection tag) within 75' of all tent, stages and/or canopies.
4. 2018 IFC Section 3106.5.1 Separation from Tents or Structures: Cooking appliances or devices that produce sparks or grease-laden vapors or flying embers shall not be used within 20 feet of a tent or membrane structure. Exception: Designated cooking tents not occupied by the public.
5. 2018 IFC Section 3106.6.2 Generators: Generators shall be installed not less than 10 feet from combustible materials, and shall be isolated from the public by physical guard, fence or enclosure installed not less than 3 feet away from the internal combustion power source.
6. 2018 IFC Section 105.6.30 Open or Exposed Flame: Open flame or other devices emitting flame, fire, or heat of any flammable or combustible liquids, gas, charcoal, or other cooking devices shall not be permitted within 20 feet of a tent or membrane structure while open to the public.
7. 2018 IFC Section 3106.6 Electrical Equipment and Wiring: All electrical wires shall be free from trip hazards and weatherized.

Golder Ranch Fire District - Fire Code Review



Reviewed for Code Compliance By: bwhite



Reviewed for Code Compliance 01/21/2025
With Comments



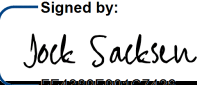
Approval of plans and specifications shall not be construed to be a permit for or approval of any violation of provisions of the fire code

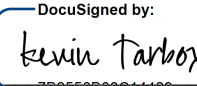
2025
24 Hours in the Old Pueblo
Land Use Agreement

The following is permission for Epic Rides to access deeded and leased lands for the 2025 24 Hours in the Old Pueblo Mountain Bike Event pursuant to the following "Hold Harmless & Indemnification" statement.

Epic Rides as well as its affiliated or related companies agrees to release Anam, Inc., Willow Springs Cattle Co., Inc., and Willow Springs Properties, LLC, its affiliates, successors, assigns, officers, directors, employees, and parent and subsidiary companies (Releasees) from and assume any and all liability or responsibility, of whatever nature and to indemnify, hold harmless and defend Releasees from any claims, suits, damages, assertions of whatever nature arising from, as a result of or in any way associated with the event planned, organized, sponsored, or in any way connected to Epic Rides to take place at the location described below from the Monday prior to event weekend through the second Monday following event weekend. Should Releasees be deemed to be associated or connected in any way with the described event in any area other than the described area, Epic Rides agrees to have the same release, indemnity, hold harmless and defense obligation to Releasees. The obligations outlined in this agreement include Epic Rides responsibility to pay for all costs and fees that Releasees may incur as a result of any claim, assertion, lawsuit, demand or other form of request for payment by a person or entity not a party to this agreement arising out of or connected with the event, including but not limited to claims, assertions, lawsuits, demands, or other forms of request by a third party for property damage, bodily injury, or other tort damages, government or public agencies or other organizations or groups of any type alleging damages or interference with any aspect of the environment in any way.

Without limitation, the foregoing release and indemnity extends to the owners of all private property traversed during the event, including Willow Springs Properties, LLC and all of its members, managers, agents, representatives, officers and employees, and Epic Rides, its affiliates and related companies further acknowledge that they have no interest or right in or to the private property traversed or any path, trail, roadway or other part thereof.

Signed by:  <small>FE1009E90107420...</small>	President	11/6/2024
An Authorized Representative of Anam Inc. & Willow Springs Cattle Co.Inc.	Title	Date

DocuSigned by:  <small>7B2550B08C14429...</small>	Senior Vice President	10/30/2024
Willow Springs Properties, LLC	Title	Date

DocuSigned by:  <small>2FDAA53C55A44BF...</small>		10/30/2024
Todd Sadow, President, Epic Rides		Date

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

SPECIAL LAND USE PERMIT

Permit No. 23-112388-26

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

MOUNTAIN BIKE AMERICA, LLC

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

**ARTICLE 1
SUBJECT LAND**

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

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

**ARTICLE 2
TERM**

2.1 The term of this Permit commences on January 1, 2021 ("Commencement Date") and expires on December 31, 2025 ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law. This Permit expires on the date indicated and carries no holdover rights.

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

ARTICLE 3
FEE

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

Year 1: January 1 – December 31, 2021, a one-time reduced fee of \$2,500.00 for Covid-19 crisis with no event(s) or land access;

Year(s) 2 – 5: An annual fee of \$10,000.00 for annual event.

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

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

3.4 Permittee shall make and keep for the term of the Permit and either (i) five (5) years thereafter; or (ii) until the conclusion of any dispute concerning this Permit, whichever is later, appropriate books and records concerning the operation of this Permit in accordance with generally accepted accounting practice, including but not limited to legible copies of Federal and State Tax Returns, General Ledger, Financial Statements, Bank Statements, Sales Reports, Rent Roll (if applicable), receipts and other records. At Permitter's request, Permittee shall make copies of these documents available at Permitter's office in Phoenix, Arizona. Permitter, its duly authorized agents, employees and representatives shall have the right at all times during the term of this Permit and for either (i) five (5) years thereafter; or (ii) until the conclusion of any dispute whichever is later, to make reasonable examination of those books, records or other material in order to obtain information which Permitter deems necessary to administer this Permit or to obtain information to administer this Article 3 (Fee) of this Permit. The Permittee shall cooperate fully in any such inspection or audit.

3.5 Failure to maintain the appropriate books and records as required by paragraph shall establish a presumption in favor of Permitter in any dispute or legal action pertaining to Article 3 (Fee) of this Permit.

ARTICLE 4
PERMITTED USE

4.1 This Permit grants authority only for the following specific purpose and temporary structures; any other use by the Permittee of the land described herein, or of any of the products therefrom, except as provided below, is expressly prohibited:

Year 1: January 1 – December 31, 2021: A one-time COVID-19 crisis reduction fee was granted for the calendar year of 2021; during this time the applicant will not hold any event(s) or be on the land.

Year(s) 2 – 5: Annual 24-hour Mountain Bicycle event, commonly referred to as “24 hours in the Old Pueblo” including event preparations beginning January 2022 of each Lease year; trail maintenance; camping during the event; and restoration and clean up not to exceed 6 weeks following the yearly February event.

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

4.3 Permittor reserves the right to grant rights of way and easements over, across, or upon the lands embraced in this Permit for public highways, railroads, tramways, telephone, telegraph and transmission lines, pipe lines, irrigation works, flood control, drainage works, logging and other purposes, and this Permit is issued subject to all existing rights of way.

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

ARTICLE 5 CONFORMITY TO LAW

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

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

ARTICLE 6 IMPROVEMENTS

6.1 Any and all structures placed by Permittee upon the Subject Land shall be temporary and removable, and shall be removed upon expiration, cancellation, revocation or termination of this Permit. The placement of permanent improvements upon the Subject

Land by Permittee is expressly prohibited; any permanent improvements so placed upon the Subject Land by Permittee shall be removed by Permittee without damage to the Subject Land or at the option of Permittor shall be forfeited and become the property of the State. Permittee shall remain liable for the cost of removal of all improvements and for restoration of the Subject Land, as set forth more fully in Article 13.

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

ARTICLE 7 **CANCELLATION, TERMINATION & ABANDONMENT**

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

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

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

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

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

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

ARTICLE 8 **INSURANCE AND INDEMNITY**

8.1 **Indemnity.** Permittee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "State of Arizona")

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

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

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

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

General Aggregate:	\$2,000,000.00
Products – Completed Operations Aggregate	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability:	\$1,000,000.00
Fire Damage (Any one fire):	\$50,000.00

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

The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions and its officers, officials, agents and employees

for losses arising from the Permittee.

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

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

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

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

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

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

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

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

All certificates required by this Permit shall be sent directly to The Arizona State

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

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

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

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

ARTICLE 9 ENVIRONMENTAL MATTERS

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

9.2 Permittee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality, and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Permittee shall: (1) comply with

all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to the Permitter within ten business days of receipt of the permit; (3) provide copies of all documentation required by Environmental Laws to the Permitter within ten business days of Permittee's submittal and/or receipt of the documentation; (4) during the term of the Permit, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from the Permitter.

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

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

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

9.6 Permittee shall defend, indemnify and hold the Permitter harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against the Permitter in any

way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by the Permittee, its agents, contractors, or subcontractors.

9.7 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Permit and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

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

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

ARTICLE 10

PERMIT; SEVERABILITY

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

ARTICLE 11
RESERVATIONS; RELINQUISHMENTS

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

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

ARTICLE 12
NATIVE PLANTS AND CULTURAL RESOURCES

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

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

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

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

ARTICLE 13
PERMITTEE SHALL PROTECT AND RESTORE SUBJECT LAND

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

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

ARTICLE 14
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS
SLUP #23-112388-26

On or before February 10, 2021, Permittee shall post a restoration bond (the “Bond”) in a form reasonably approved by the Permitter from a property licensed and authorized agency, in good standing, in favor of Permitter in the amount of \$25,000.00. The bond shall be payable in the event the Parcel is not restored pursuant to the terms of this Permit, including but not limited to Article 9, 12, and 13. The term of the bond shall equal the term of this permit plus 90 days.

APPENDIX A

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

RUN DATE: 30 December 2020
 RUN TIME: 10:20 AM
 PAGE: 1

KE-LEASE# 023-112388-26-100 APPTYPE: RENEWAL
 AMENDMENT#: 0

```
=====
```

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
08.0-S-13.0-E-26-11-031-8006	M&B THRU E2E2E2SE ON EXISTING TRAILS	0.00	0.100
08.0-S-13.0-E-36-11-030-8005	M&B THRU W2W2W2 S2S2 ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-21-11-031-8004	M&B THRU SW SWSE ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-27-11-031-8005	M&B THRU W2 ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-28-11-031-8006	M&B THRU E2 ON EXISTING TRAIL (0.10AC)	0.00	0.100
08.0-S-14.0-E-29-11-031-8008	M&B THRU E2 ON EXISTING TRAILS (0.10AC) SESENE SE FOR STAGING & CAMPING AREA (31.00AC)	0.00	31.100
08.0-S-14.0-E-30-11-031-8007	M&B THRU LOT 4 S2SESW ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-31-11-031-8008	M&B THRU LOT 4 NE NENW S2SESW S2S2SE ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-32-11-030-8011	M&B THRU W2W2NE S2NW S2 ON EXISTING TRAIL (0.10 AC)	0.00	0.100
08.0-S-14.0-E-33-11-031-8009	M&B THRU W2 SE ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-34-11-031-8001	M&B THRU W2NW ON EXISTING TRAILS	0.00	0.100
	TOTALS	0.00	32.100

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

STATE OF ARIZONA, PERMITTOR
Arizona State Land Commissioner

DeWain 3/15/21
By: _____ Date



MOUNTAIN BIKE AMERICA, LLC
PERMITTEE

David Castro 2/28/21
Authorized Signature _____ Date

David Castro Event Director
Printed Name _____ Title

534 N. Stone Ave
Address _____

Tucson AZ 85705
City _____ State _____ Zip

AIR QUALITY

ENVIRONMENTAL HEALTH

CONTINGENCY: FOOD BOOTHS NOT APPLIED FOR AS OF 1/23/25

Environmental Health Services Special Event Notification
(To Be Completed by Event Coordinator)

Note: Temporary Food Booths are allowed only at special events no longer than 14 consecutive days. Events must have approval of the local municipality or Pinal County Community Development.

Name of Event: 24 Hours in the Old Pueblo

Event Duration: 2/14/2025 to 2/16/2025
Month/Day/Year Month/Day/Year

Hours of Operation: 2/14/2025 (6a-11:59p), 2/15/2025 (12a-11:59p), 2/16/2025 (12a-2p)

Note: Food Vendors should be set up and ready for inspection two hours prior to event.

Type of Event:

- Special Event** – a transitory public gathering that takes place at a specific location for a specific purpose that is associated with a fair, carnival, parade, circus, public exhibition, holiday celebration, or trade show.
- Tasting Event** – events including but not limited to wine tastings, BBQ competitions, and chili cook-off's, in which an entrance fee entitles the consumer to food service in conjunction with the event and where there is no point of sale directly at the booths.
- Grand Opening** – one-time events celebrating the opening of a new business.
- Fundraiser** – one-time events where funds are raised for bona-fide charitable organizations.
- Transitory Sporting Event** – one-time events such as annual soccer tournaments, baseball playoffs, etc.

Event Location: East Willow Springs

Event Location Address: In vicinity of Willow Springs Ranch Road

Event Contact Person / Food Coordinator: John Daniels **E-Mail:** jdaniels@epicrides.com

Sponsoring Organization: Mountain Bike America LLC; dba Epic Rides **Phone #:** 520-661-8805

Sponsoring Organization Address: PO BOX 12703, Tucson AZ 85641

Expected Number of Mobile Food Vendors with annual permits from Pinal County Environmental Health: _____

Expected Number of Temporary Food Booths: 5

Please note which services that will be provided to vendors and how it will be provided:

- Water _____
- Waste Water Disposal _____
- Electricity _____ Generator power
- Grease Disposal _____
- Garbage _____ Trash cans and dumpsters
- Toilets # _____ POJ and handwashing stations

Please include a map of the event site with the location of all food booths, restroom facilities, animal venues such as petting zoos, and hand washing areas indicated.

Note: All Temporary Food Booth Vendors and a list of Mobile Food Vendors (with Pinal County permit numbers) must be received two weeks prior to the event.

FOR DEPARTMENTAL USE ONLY	
EFT- _____	
Date Application Reviewed: _____	Application Reviewed By: _____
Approval: <input type="checkbox"/> Recommended <input type="checkbox"/> Denied	
Notes (Reason for Denial): _____	

EMERGENCY / SECURITY DOCS

Contingency: All EM docs under review with OEM



24 Hours in the Old Pueblo p/b Tucson Medical Center

Presented by  Tucson Medical Center

SECURITY PLAN

EVENT BACKGROUND:

The 24 Hours in the Old Pueblo p/b Tucson Medical Center is an endurance mountain bike event running in its twenty-third year on February 14-16, 2025. The event attracts mountain bike enthusiasts from across the country with a few international participants to experience one of the largest 24 Hour events in the world. The 24 Hours in the Old Pueblo is capped at 2,000 participants comprising mostly 2-10 person teams, traversing a purposefully designed course in the Sonoran Desert. A “town” blooms out of the hillside consisting of tent/RV campers, industry expo, food & beverage vendors, spectators and friends of the event.

EVENT FIRST RESPONDERS:

Organization	Role	Location	POC
Southern Arizona Search and Rescue Association	Medical, Search and Rescue Support	24 Hour Town Medical	Cathy Wasmann
Pima County Office of Emergency Management Mobile Comm Unit	Provide Communication Architecture and Emerg. Mgmt Service	24 Hour Town Medical	Jim Fisher
American Medical Response	Medical ALS Capability	24 Hour Town Medical	Kelly Rentschler
Pinal County Sheriff’s via Off Duty Management	Security & Safety	Entry Point and Roaming 24 Hour Town	TBD


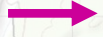





EVENT SITUATIONS:

While the event traditionally experiences very limited and non-serious incidents requiring intervention from law enforcement, we must still be aware and prepared for certain situations. The continued presence of Pinal County Sheriff’s Office personnel demonstrates the event’s commitment to a safe environment. PCSO personnel should be ready to respond to non-medical and non-emergency type incidents.

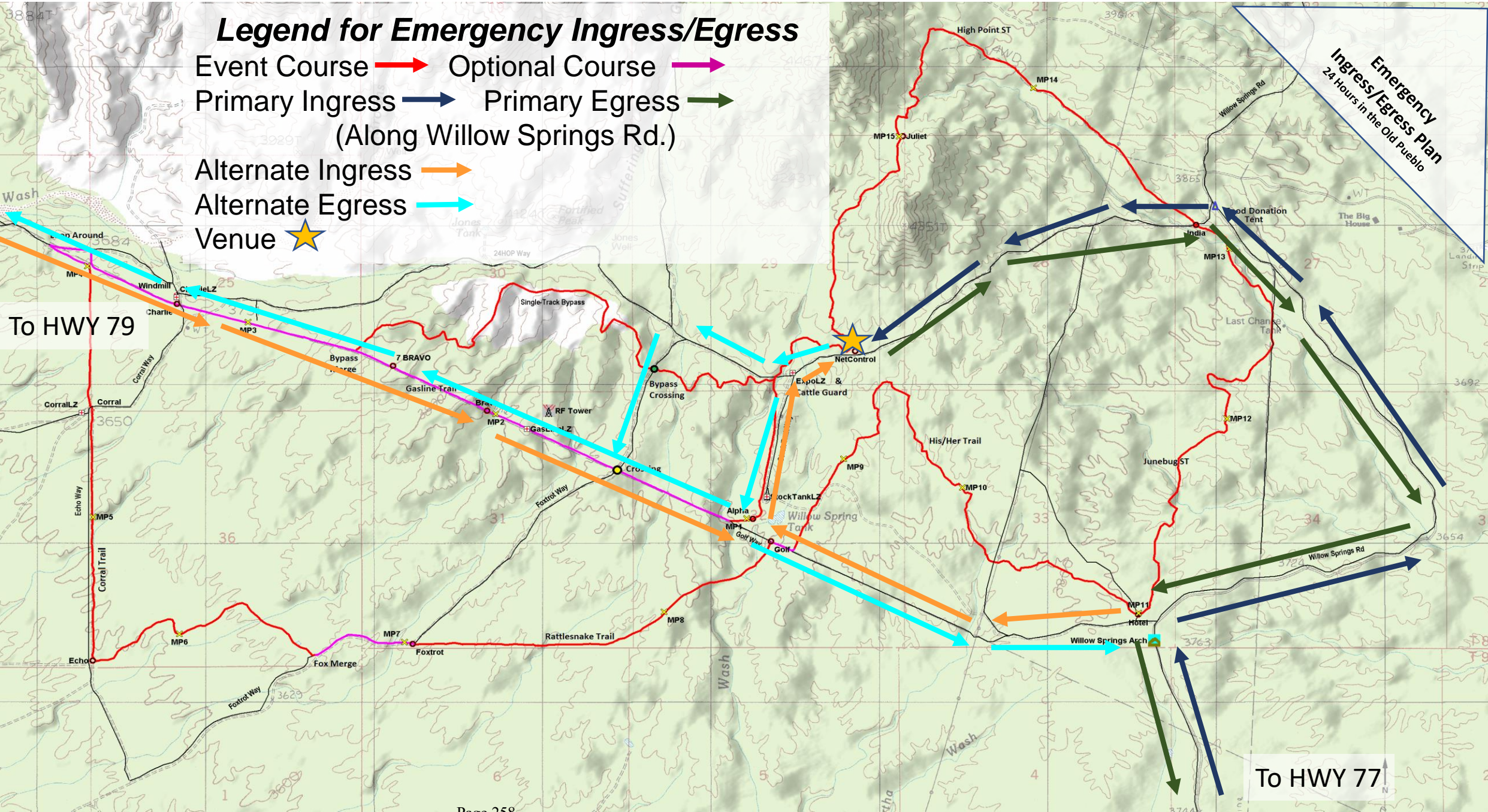
NOTIFICATION PROCEDURES

Upon arrival the Pinal County Sheriff’s Office personnel will receive a briefing from the Event Manager. The briefing will consist of at least the following elements: a general course and venue layout, key locations of first-responders, locations of beer garden(s), traffic ingress and egress layout, and suggested locations to focus security presence. In the event of a non-medical emergency, the event manager and supporting personnel will contact the PCSO personnel via event radio with details. In addition, if radio communication fails, the event manager will call via contact information. The event manager and supporting personnel will be briefed to give pertinent and concise information: Activity, Location, Time. For any medical emergencies, the concerned party will facilitate communication with the event medical tent to coordinate the proper medical response.

Legend for Emergency Ingress/Egress

- Event Course  Optional Course 
- Primary Ingress  Primary Egress 
- (Along Willow Springs Rd.)
- Alternate Ingress 
- Alternate Egress 
- Venue 

Emergency Ingress/Egress Plan
24 Hours in the Old Pueblo



To HWY 79

To HWY 77



STANDBY SERVICES PURCHASE ORDER

Customer: Epic Rides
Customer Address: 4500 E Speedway Blvd.
AMR Company (BU): 51058
Event or Events: 24 Hours in the Old Pueblo
Location: Tipperary Road
Date of Event or Events (or see attached Schedule A): See Below
Start Time (or see attached Schedule A): See Below
End Time (or see attached Schedule A): See Below
Customer and AMR agree as follows: <ol style="list-style-type: none">1. AMR will provide the medical standby services (“Services”) set forth below to Customer on these terms and conditions for the Event. The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the medical transportation services industry.2. Customer shall allow AMR to tour the Event area prior to the Event in order to determine the appropriate location for AMR personnel and vehicles to be positioned during the Event.3. The Customer will pay AMR the amounts set forth below for the Services. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum. Additional Services will be charged at the rates set forth below. Either party may terminate this agreement with forty-eight (48) hours written notice to the other party. Termination of this agreement shall not relieve Customer of any charges for Services already incurred or any applicable event cancellation fee (as set forth below) already incurred.4. AMR shall be solely entitled to bill any ill or injured patrons, employees, event performers or other patients requiring medical transportation, and any responsible third party payor, including workers’ compensation carriers, for medical transport that may result from the Services. AMR shall be solely entitled to all collections resulting from such billing.5. AMR reserves the right to utilize its Event personnel and vehicles to respond to a disaster or catastrophe. The Customer will not be charged for any time that AMR resources are diverted to a disaster or catastrophe.6. AMR represents that it has comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers’ compensation insurance in the statutory required amounts.7. Each party will indemnify and hold the other party harmless from and against any liability, claims or damages, including attorneys’ fees, resulting from or alleged to result from any negligence or willful or intentional misconduct of the indemnifying party.8. Each party shall be in material compliance with all applicable laws, rules, and regulations, including the federal Anti-kickback Statute. AMR has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR’s web site, located at: www.amr.net, and the Customer acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR’s compliance policies. Each party represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program and shall not permit ineligible persons to order or provide services hereunder. This Agreement: (a) shall be interpreted and enforced in accordance with the laws of the state where the Event takes place; (b) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; and (c) may be amended only by written instrument executed by both parties.



STANDBY SERVICES PURCHASE ORDER

MINIMUM CHARGES

STANDBY SERVICES	DATE	HOURS	COST/HR	CHARGE
ALS Ambulance	02.15.2025	24	\$ 225.00	\$ 5,400.00
ALS Ambulance	02.16.2025	4	\$ 225.00	\$ 900.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
ESTIMATED TOTAL COST:				\$ 6,300.00

Check the appropriate Event Cancellation Fee:

- If Customer cancels an Event after AMR dispatches its employees or ambulances to the Event, the Customer shall pay AMR a cancellation fee calculated by multiplying _____ hours by the applicable hourly rate for the Standby Services.
- If Customer cancels an Event less than five (5) days prior to the Date of Event, AMR shall be entitled to bill Customer a cancellation fee in the amount of 50% of the Minimum Charges above.



STANDBY SERVICES PURCHASE ORDER

AMR:

CUSTOMER:

Company Name: American Medical Response
Print Name and Title: Todd Jaramillo, Regional Director
Signature: _____
Date: _____

Company Name: _____
Print Name and Title: _____
Contact Number: _____
Signature: _____
EMAIL: _____
Date: _____

BUILDING SAFETY

Contingency: Permit for generator under review with Dept.

XQ 200 RENTAL



Shown without optional trailer

STANDBY 200 kW
PRIME 182 kW
POWER MODULE
60 Hz 1800 rpm 480V

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)
60 Hz	480/277V	200 (250)	182 (227.5)
60 Hz	240/139V	200 (250)	182 (227.5)
60 Hz	208/120V	200 (250)	182 (227.5)

FEATURES

FUEL/EMISSIONS STRATEGY

- EPA and CARB Tier 4 Final Technology for Non-Road Mobile applications at all 60 Hz ratings

SINGLE-SOURCE SUPPLIER

- Factory designed and fully prototype tested with certified torsional vibration analysis available
- ISO 9001:2000 compliant facility

CAT® C7.1 Interim 4 ACERT™ DIESEL ENGINE

- Utilizes ACERT Technology and Cat NOx Reduction System (NRS)
- Cat CEM exhaust after treatment
- Four-stroke diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic engine control

CAT LC SERIES GENERATOR

- Matched to the performance and output characteristics of Cat engines
- UL 1446 Recognized Class H insulation

CAT EMCP 4.2 CONTROL PANEL

- Fully featured power metering, protective relaying and engine/generator control and monitoring
- Simple user friendly interface and navigation
- Automatic set-point adjustment

CAT DIGITAL VOLTAGE REGULATOR (CDVR)

- Three-phase sensing
- Adjustable volts-per-hertz regulation
- Provides precise control, excellent block loading, and constant voltage in the normal operating range

ENCLOSURE

- Highly corrosion resistant 12 gauge galvanealed sheet steel construction
- Two coat polyester powder-coated finish
- Six access doors for ease of maintenance
- Secure and safe design with safety glass control panel viewing window with lockable access door
- Fuel fill and battery can only be reached through lockable access doors
- Certified single point lifting eye and lifting points on the base frame

DISTRIBUTION PANEL

- Switchable voltage from 480/277V 3 phase to 240/139V 3 phase (can be adjusted down to 208/120V 3 Phase), 240/120V 1 phase

REAR CUSTOMER ACCESS

- Separate control panel and distribution panel access doors
- Hinged door over main bus connectors
- Emergency stop on panel
- Remote start/stop contacts

REDUCED ENVIRONMENTAL IMPACT

- EPA Tier 4 Interim technology
- 110% spill containment of onboard engine fluids
- Meets 71 dB(A) at 7 m per SAE J1074

RENTAL READY FEATURES

- Anti-condensation heater 110-120 VAC
- Coolant heater 110-120 VAC
- UL Listed battery charger
- Solar powered battery maintainer
- Cam lock distribution system

XQ 200 RENTAL



FACTORY INSTALLED STANDARD EQUIPMENT

SYSTEM	STANDARD EQUIPMENT
Air Inlet	Air cleaner, two stage cyclonic/paper with dust cup and service indicator Series turbocharger and air-to-air aftercooler
Charging System	12V - 100 Amp charging alternator UL/CSA listed 120V-10A battery charger Solar powered battery maintainer
Control Panel	EMCP 4.2 genset mounted controller Automatic start/stop with cool down timer Idle/rated switch Generator Protection features: 32, 32RV, 46, 50/51, 27/59, 81 O/U Metering display: voltage, current, frequency, power factor, kW, WHM, and kVAR
Cooling System	Package mounted radiator with vertical air discharge provides 43° C ambient capability at standby rating 120VAC coolant heater, fuse protected, thermostatically controlled, automatically disconnected on start-up Coolant drain line with internal control valve piped to base-frame Coolant sight gauge, level switch and shutdown 50% Coolant antifreeze with corrosion inhibitor
Distribution System	NEMA 1 steel enclosure with separate hinged, lockable door Main bus connections with hinged load cover with clear Plexiglas window closed for operation 4-pole 800A 100% UL circuit breaker with 12V DC shunt trip wired to load door safety switch Multiple duplex and twist lock receptacles with individual circuit breakers Two wire remote start/stop terminals and 120 VAC shore power connection for rapid starting CamLock distribution system
Enclosure	Sound attenuating, 12gauge galvanealed sheet metal enclosure limits overall noise to 71 dB(A) @ 7m (23') Interior walls and ceilings insulated with sound attenuating foam Black stainless steel pad-lockable latches, doorkeepers on all doors and zinc die-cast hinges/grab handles All components are pretreated for anti-corrosive protection prior to painting with polyester powder coat Painted Cat power module white with Cat rental decals
Engine	EPA Tier 4 Interim technology Cat C7.1 ATAAC heavy duty diesel engine Electronic ADEM™ A4 controls 12VDC energized to shutdown solenoid
Exhaust System	Cat Clean Emissions Module and integrated silencer with flexible connectors
Fuel System	350 gal fuel tank, UL listed, double wall, 24 hr runtime @ 100% prime rating Fuel cooler, primary fuel filters with integral water separator, and engine mounted secondary Switch operated electric priming pump Interconnected three way fuel for switching between remote and integral tank
Generator	Three-phase, random wound, 12-lead design, 0.667 pitch Screen protected and drip proof, self regulating, brushless generator with fully interconnected damper windings, IC06 cooling system and sealed for life bearings Class H insulation with coastal insulation protection. Windings are impregnated in a triple dip, thermo-setting moisture, oil and acid resisting polyester varnish. Heavy coat of anti-tracking varnish for additional protection against moisture and condensation Permanent magnet provides 350% short circuit, enhanced motor starting and non-linear performance 120VAC anti-condensation heater Cat digital voltage regulator (Cat DVR) with VAR/PF control
Lube System	Lubricating oil system including pump, integral oil cooler, lube oil, filter, open crankcase breather with filter Oil drain line with internal valve routed to connection point accessible from exterior 500 hour oil change intervals
Mounting System	Generator set soft mounted to the heavy duty, fabricated steel base frame using captive anti-vibration pads between the generator set and base-frame to ensure complete isolation of rotating assemblies Base frame includes integral fuel tank and provides 110% spill containment of all engine fluids
Starting System	Single 12V electric starting motor on engine One 12V-1000 CCA Cat brand maintenance free battery with disconnect switch, battery rack, and cables Glow plugs fitted on the engine
General	Factory testing of standard generator set and complete power module Full manufacturer's warranty O&M manuals
	OPTIONAL EQUIPMENT
Available Options	Canadian Standards Authority certification (CSA) Transport Canada compliant fuel tank (IBC CGSB43) Tandem axle trailers with either hydraulic or electric brakes



XQ 200 RENTAL

TECHNICAL DATA

CAT GENERATOR	ENGINE
Frame Size LC5034H Pitch 0.667 No. of poles 4 Excitation Static regulated brushless PM excited Number of bearings..... Single bearing, close coupled Insulation..... Class H Enclosure Drip proof IP23 Alignment..... Pilot shaft Overspeed capability – % of rated125% of rated Voltage regulator 3 phase sensing with Volts-per-Hertz Voltage regulation..... Less than ± 1/2% voltage gain Adjustable to compensate for engine speed droop and line loss Wave form deviation 2% Telephone Influence Factor (TIF)..... Less than 50 Harmonic Distortion (THD)..... Less than 5%	ManufacturerCaterpillar Model.....C7.1 Type4-cycle Cylinder configurationIn-line 6 Displacement – L (cu in)7.01 L (427.7 in ³) Bore – mm (in)..... 105mm (4.13 in) Stroke – mm (in) 135 mm (5.3 in) Compression ratio..... 16.5:1 Engine RPM..... 2200 Aspiration..... ATAAC Fuel system MEUI™-C Governor type ADEM™ A4 Fuel..... Requires ULSD

Materials and specifications are subject to change without notice.

Generator Set Technical Data	Units	60Hz Standby	60Hz Prime
Power Rating	kW (KVA)	200 (250)	182 (227.5)
Performance Specification		DM	DM
Lubricating System			
Oil pan capacity	L (gal)	16(4.3)	16(4.3)
Fuel System			
Fuel consumption			
100% Load	L/hr (gal/hr)	59.5 (15.7)	53.1 (14.0)
75% Load	L/hr (gal/hr)	44.6 (11.8)	39.8 (10.5)
50% Load	L/hr (gal/hr)	29.8 (7.9)	27.8 (7.3)
Fuel Tank Capacity	L (gal)	1295 (350)	1295 (350)
Running time @ 75% rating	Hr	29	33
Cooling System			
Ambient Capability	°C (°F)	43	43
Engine & Radiator coolant capacity	L (gal)	28 (7.6)	28 (7.6)
Engine coolant capacity	L (gal)	11.5 (3.1)	11.5 (3.1)
Air Requirements			
Combustion air flow	m ³ /min (cfm)	14.3 (505)	13.6 (480.3)
Maximum dirty air cleaner restriction	kPa (in H ₂ O)		
Exhaust System			
Exhaust flow at rated	m ³ /min (cfm)	N/A	13.1 (462.6)
Exhaust temperature at rated kW – dry exhaust	°C (°F)	506 (942.8)	N/A
Noise Rating (with enclosure)*			
@ 7 meters (23 feet)	dB(A)	71	71
Emissions (Tier 4 interim regulation)			
NOx	g/hp-hr	1.9	1.9
CO	g/hp-hr	.2	.2
HC	g/hp-hr	.02	.02
PM	g/hp-hr	.005	.005

Model XQ200	Length mm (in)	Width mm (in)	Height mm (in)	Weight kg (lb)	
				Lube Oil & Coolant – Empty Fuel Tank	4,053 (8,916)
				Fuel Tank 200 Gallons of Fuel	4,701 (10,346)
XQ200 w/o chassis	4,083 (161)	1,401 (52)	2,162 (85)	Full Fuel Tank	5,300 (11,660)
XQ200 w/ chassis	6,019 (237)	2,235 (88)	2,577 (101)	Chassis Weight Addition	916 (2,016)

CONTROL PANEL

FEATURES

- EMCP 4.2 engine operator interface
- Battery charger indicator
- Fuel level display
- Idle /rated switch
- Panel light momentary pushbutton
- Voltage adjust potentiometer
- Regeneration alarm indications for DPF 80% soot level and high exhaust temperature
- Coolant alarm
- Emergency stop pushbutton
- Alarm horn
- Convenient service access for Cat (service tools not included).

EMCP 4.2 ENGINE OPERATOR INTERFACE

- Controls
 - Run/Auto/Stop
 - Speed Adjust
 - Cool-down timer
 - Emergency Stop
 - Cycle crank
- Engine Monitoring:
 - RPM
 - Operating hours
 - Coolant Temperature
 - DC Volts
 - Oil pressure
 - Oil Temperature
- True RMS AC metering, 3 phase
 - L-L volts, L-N volts, phase amps
 - Average volts, Amps, Frequency
 - kW, kVA, kVAR, kW-hr, %kW
 - Power Factor (Average, Phase)
 - kW-hr, kVA-hr (total)
- Shutdowns with common indicating light for:
 - Low oil pressure
 - High Coolant Temp
 - Failure to Start (Overcrank)
 - Emergency stop
 - Overspeed
 - High Oil Temp
 - Low Coolant level
- Fuel level monitoring and control.

EMCP 4.2 GENERATOR PROTECTIVE RELAYING

- Generator protective features provided by EMCP 4.2
 - Phase over/under voltage (Device 27/59)
 - Over/Under frequency (Device 81 O/U)
 - Reverse Power (Device 32/32RV)
 - Current Balance (46)
 - Overcurrent (Device 50/51) (GCB trip unit)
 - Loss of Excitation (Device 40) (CDVR)
 - Generator Phase Sequence



DISTRIBUTION PANEL

- One 4 pole 800 A MCCB, with 12 VDC shunt trip coil activated on any monitored engine or electrical
- Under-voltage release NEMA 1 steel enclosure with hinged lockable door with clear Plexiglas window
- Bus bars are sized for full load capacity of the generator set at 0.8 power factor.
- Includes ground bus, tin-plated copper, for connection to the generator frame ground and field ground cable.
- Customer convenience panel with multiple output receptacles:
 - 1 – 125V, 30 A single phase auxiliary supply
 - 2 – 240V, 50A California style Twist Lock.
 - 2 – 120/208V, 20A Twist Lock.
 - 2 – 120V, 20A Duplex Receptacles with GFI..
- CamLock distribution system
- Consistent 120VAC output from GFCI receptacles independent of bus bar voltage

AC DISTRIBUTION

- Provides 120 VAC for all module accessories.
- Includes controls to de-energize jacket water heaters, battery charger, and generator space heater when the engine is running.

RATING DEFINITIONS AND CONDITIONS

Meets or Exceeds International Specifications:

CSA 22.0 No. 100, IEC60034-22, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-16, UL1004B, NEC, CEC, 2006/42/EEC, 2006/95/EC, 2004/108/EC, 2000/EC/14, UL142, ULc601, IBC CGSB43, API 546, EGSA 101P, IEEE 43, DEFRA, UL1741, NFPA 99/110, OSHA, 97/68/EC, BS4999, BS5000, IEC60034-5

Fuel Rates are based on fuel oil of 35o API {16oC (60oF)} gravity having an LHV of 42780 kj/kg (18390 Btu/lb) when used at 29oC (85oF) and weighing 838.9 g/liter (7.001 /b/U.S. gal). Additional ratings may be available for Specific customer requirements, contact your Caterpillar Representative for details. For information regarding Low Sulfur fuel and biodiesel capability, consult your Cat Dealer.

Standby – Applicable for supplying continuous electrical power (at variable load) in the event of a utility power failure. No overload is permitted on these ratings. The generator on the generator set is peak prime rated (as defined in ISO852 at 30° C (86° F).

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO0346 standard conditions.

Prime – Applicable for supplying continuous electrical power (at variable load) in lieu of commercially purchase power. There is no limitation on the annual hours of operation and the generator can supply 10% overload power.

Information contained in this publication may be considered confidential. Discretion is recommended when distributing. CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identify used herein, are trademarks of Caterpillar and may not be used without permission

www.Cat-ElectricPower.com



Prime 47.5 kW
 60 kVA
 60 Hz
 U.S. EPA Tier 4 Final

Image shown may not reflect actual configuration

Specifications

Frequency	Voltage	Prime kW (kVA)	Speed rpm
60 Hz	480/277 V	47.5 (60)	1800
	208/120 V	47.5 (60)	1800
	240/120 V	39 (39)	1800

Cat® C3.4B Diesel Engine	Metric	Imperial (English)
Configuration	I-4, 4-stroke diesel	
Bore	99 mm	3.89 in
Stroke	110 mm	4.83 in
Displacement	3.4 L	207 in ³
Aspiration	ATAAC	
Compression Ratio	17:1	
Engine Speed	1800 rpm	
Governor Type	Electronic	
Governor Class	ISO8528 G1 and G2	
Maximum Power at rated speed – bkW (hp)		
Standby	55	74
Prime	49.5	66

Benefits & Features

Fuel/Emissions Strategy

- Meets U.S. EPA Tier 4 Final emission standards and CARB certified for non-road mobile applications at all 60 Hz ratings

Cat® C3.4B Diesel Engine

- Four-stroke diesel engine combines performance and excellent fuel economy with minimum weight
- On-engine aftertreatment consists of NOx Reduction System (NRS), Diesel Oxidation Catalyst (DOC), and Diesel Particle Filter (DPF) for service-free operation
- 500-hour oil change interval
- Electronic engine controls
- Engine block heater 110-120 VAC

Cat LC Series Generator

- Matched to the performance and output characteristics of Cat diesel engines
- Class H Insulation

Cat EMCP 4.2B Control Panel

- Electronic control panel provides power metering, protective relaying, engine and generator parameter viewing, and expanded AC metering
- Graphical display (3.8 in.) denotes text alarm/event descriptions, set points, engine and generator monitoring, and is visible in all lighting conditions
- Simple, user-friendly interface and navigation
- Integrates with the Cat Integrated Voltage Regulator (IVR) to provide precise control, excellent block loading, and constant voltage

Design Features

- 110% spill containment of all engine fluids
- Nonmetallic fuel tank provides > 24-hour run time at 75% prime load
- Two-way valve and external fuel ports to easily switch between onboard and external fuel source
- Solar battery maintainer

Sound-attenuated Enclosure

- Rugged, corrosion-resistant construction:
 - Galvanealed, sheet steel body panels with zinc phosphate pre-treatment prior to polyester powder coating
 - Die-cast aluminum hinges with SST pins
- Excellent access for service and maintenance:
 - Two doors on each side, and one rear door for power distribution and control panel access
 - Lift-off door hinges for easy door removal
 - Lube oil and coolant drains piped to exterior of the enclosure
- Security and safety features:
 - Control panel located behind rear access door with safety-glass viewing window
 - Padlockable latches on all access doors
 - Exterior emergency stop (E-stop) button

Controls and Power Distribution

- Three-position switch for easy selection of desired output (480/277V 3-phase, 208/120V 3-phase, or 240/120V single phase)
- Controls, sockets, and power distribution all accessible via rear access door
- Hinged door over main bus bars with safety switch to trip breaker

Asset Monitoring and Management

- Product Link™ Generation (PLG) hardware provides two-way communication for remote control and equipment monitoring via cellular or hardwired network
- Customer-defined, equipment-based real-time status updates and alerts
- Flexible and customer-configurable user interface
- GPS provides asset location and geo-fencing

Options

- Generator anti-condensation heater
- Battery charger
- Trailer brake (electric or hydraulic)
- Trailer hitch (2-in. ball, 2-5/16-in. ball, or pintle)
- 600V generator (available 3Q2016)
- 208V 3-phase sockets with breakers

Standard Equipment

Engine

- Cat C3.4B, heavy-duty, U.S. EPA Tier 4 Final certified diesel engine
- NOx and engine-mounted DOC plus DPF canister
- Block heater, 110-120 VAC
- Requires Ultra Low Sulfur Diesel (ULSD) fuel
- Engine electrical system:
 - 12V, DC electrical system
 - 80A, DC charging alternator
 - Electronic governor and engine controls
 - Oil pressure, coolant temperature, and coolant level shutdown switches
- Engine filtration system:
 - Cartridge-type air filter with service indicator
 - Cartridge-type fuel filter with upstream pre-filter and water separator; requires ULSD fuel
 - Spin-on, full-flow lube oil filter; requires API CJ-4 lube oil

Generator and Voltage Regulation

- Screen protected and drip-proof (IP23), self-regulating, 12-lead, 4-pole, brushless generator
- Sealed-for-life bearing
- Electrical design in accordance with IEC 60034-1, EN 61000-6, NEMA MG 1-22, and CSA
- Self-excited for self protection against short circuits
- Voltage selection switch (3-position) mounted to generator terminal box
- Optional
 - Anti-condensation, space heater, 60-Watt, 110-120 VAC
- Insulation system:
 - Class H insulation system
 - Windings impregnated in a thermo-setting moisture-, oil-, and acid-resisting varnish
 - Heavy coat of anti-tracking varnish for additional protection against moisture or condensation
- IVR:
 - Simplified operation and troubleshooting
 - Configure IVR parameters and view IVR status screens via the EMCP
 - Fully supported by Cat ET service tool

- Waveform distortion, THF, and TIF factors:
 - Total distortion of voltage waveform with open circuit between phases, or phase and neutral, on the order of 1.8 total distortion < 4%, on a 3-phase, balanced, harmonic-free load
 - Total distortion < 2%, under no load
 - Waveform: NEMA (TIF < 50)
 - 2/3 pitch factor standard on all stator windings

Generator Set Packaging

- Base frame and containment tray:
 - Heavy-duty, fabricated steel base frame with specially-designed lifting points
 - Spill containment tray mounted to base frame, with leak-detection switch
- Canopy:
 - Sound attenuated to 63 dBA at 7m (23 ft)
 - Two doors on each side, one rear door for power distribution and control panel access
 - Die-cast aluminum lift-off hinges with SST pins
- Cooling system:
 - Cooling system provides 43°C (109°F) ambient capability at 500 m (2,460 ft) above sea level
- Electrical system:
 - 12V, DC electrical system
 - 880 CCA, maintenance-free, wet battery
 - Battery disconnect switch, lockable
 - Solar battery charger with solar array
 - Resettable, switch-style circuit breakers (DC circuit)
 - Optional – battery charger (12V, 10 A) constant voltage, UL Listed
- Engine and generator mounting:
 - Engine and generator directly coupled by SAE flange
 - Engine flywheel flexibly coupled to the generator rotor, with full torsional analysis completed to ensure no harmful vibration will occur in the assembly
 - Anti-vibration pads between engine/generator feet and base frame
- Fuel system:
 - Cross-linked polyethylene (XLPE) fuel tank; 80 gallon usable volume
 - 24 hour runtime @ 75% prime load
 - 2-position valves and external ports (1/4-in. NPT) allow connection of an auxiliary fuel source

Standard Equipment (continued)

Generator Controls and Power Distribution

- EMCP 4.2B, digital generator set controller, mounted behind a hinged, lockable door with viewing window
- Circuit breaker: 3-pole molded case breaker with neutral (4-wire), 175A, UL Listed and CSA Certified with shunt trip
- Safety switch on hinged main bus cover – trips breaker if cover is opened
- Two-wire, remote start-stop terminals
- Customer auxiliary power connections:
 - Two – 250V, 50A California-style, NEMA, twist lock receptacles
 - Two – 120V, 20A duplex receptacles with GFCI*

*Voltage at receptacle is 120V when switch is in 240/120 and 208 positions, and 139V in 480V position

- Each receptacle protected by a miniature circuit breaker, which also acts as an on/off switch
- Main customer connections:
 - Tin-plated copper bus bars with phase separators, located behind a protective door with shunt trip switch
 - Bus bars sized for full load capacity of generator set at 0.8 power factor

Quality and Product Support

- Factory load-testing of complete generator set
- Factory test certificate available upon request
- Equipment meets the following standards: BS 4999, BS 5000, BS 5514, IEC 60034, EN 61000-6, NEMA MG 1-22 & CSA
- Full set of operation and maintenance manuals



Technical Data

Cat Generator	
Frame Size	1514P
Pitch	0.6667
No. of poles	4
Insulation	Class H
Enclosure	Drip proof IP23
Voltage regulation	± 0.25% at steady state from no load to full load
Frequency regulation	± 0.25% for constant load from no load to full load
Waveform deviation	THD <4%
Overspeed limit	2250 rpm
Available voltages	Switchable voltage output: 480/277V, 3-phase; 208/120V, 3-phase; 240/120V, single-phase

Cat Generator Set – 1800 rpm/60 Hz		
	Units	Prime
Power Rating	kW (kVA)	47.5 (60)
Performance Specification		
Lubricating System		
Total oil	L (gal)	9.5 (2.5)
Capacity oil	L (gal)	8 (2.1)
Fuel System		
Fuel consumption**		
100% Load	L/hr (gal/hr)	13.9 (3.7)
75% Load	L/hr (gal/hr)	10.5 (2.8)
50% Load	L/hr (gal/hr)	7.1 (1.9)
Fuel tank capacity	L/hr (gal/hr)	303 (80)
ISO Prime Running Time	Hours	>24
Cooling System		
Radiator system capacity including engine	L (U.S. gal)	18.9 (5.0)
Heat rejected to coolant at rated power	kW (Btu/min)	44.6 (2539)
Air Requirements		
Combustion air flow	m³/min (cfm)	3.3 (117)
Radiator cooling air	m³/min (cfm)	77 (2743)
Generator cooling air	m³/min (cfm)	7.8 (275)
Noise Rating**		
with enclosure at 7 meters (23 feet)	dB(A)	63

**Package fuel consumption and sound levels are for reference only.

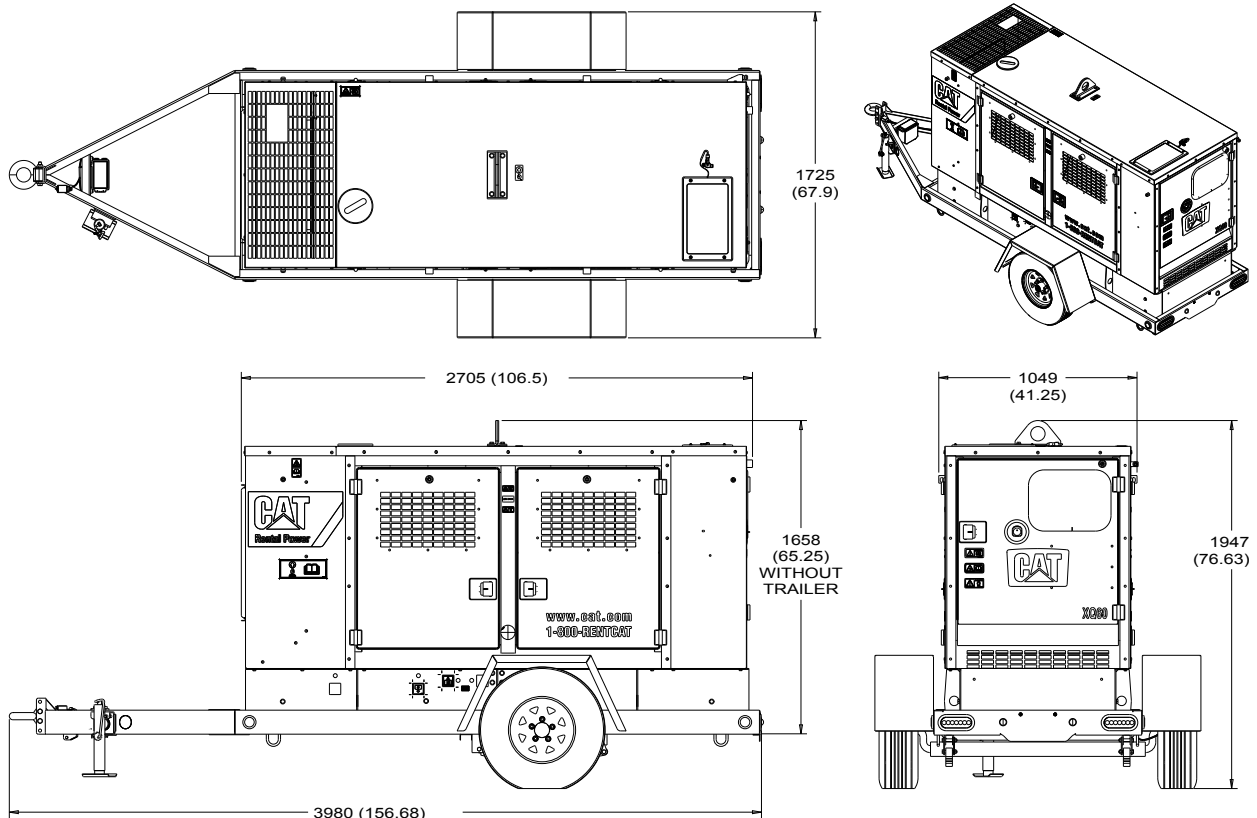
Technical Data (continued)

Dimensions and Weights					
Model	Length mm (in)	Width mm (in)	Height mm (in)	With Lube Oil & Coolant Kg (lb)	With Fuel, Lube Oil & Coolant Kg (lb)
XQ60	2705 (106.5)	1049 (41.3)	1658 (65.3)	1305 (2877)	1565 (3450)
XQ60 with trailer (electric brakes)	3980 (156.7)	1725 (67.9)	1947 (76.6)	1518 (3347)	1778 (3920)
XQ60 with trailer (hydraulic brakes)	4059 (159.8)	1725 (67.9)	1947 (76.6)	1523 (3357)	1783 (3930)

General Layout Dimensions

Dimensions in millimeters (inches).

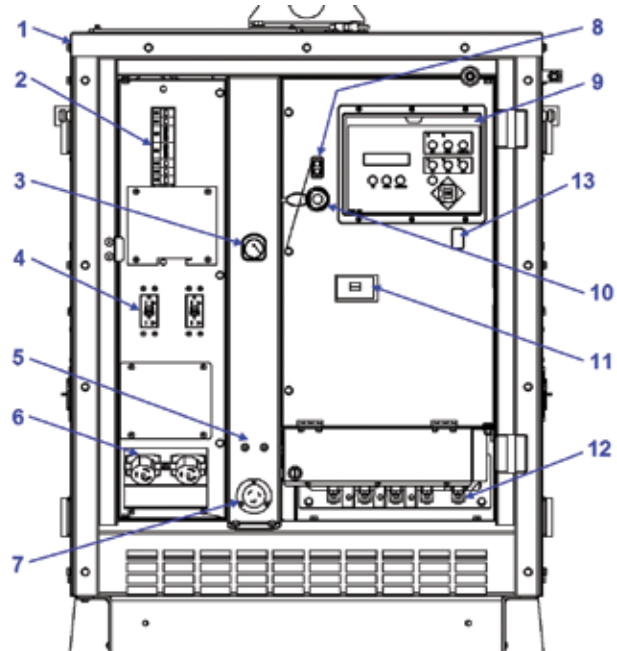
Shown with optional trailer.



XQ60 GENERAL LAYOUT DRAWING

Control Panel and Power Distribution Layout

Item	Description
1	Steel enclosure with hinged, lockable door (not shown)
2	Circuit breakers for receptacles
3	Emergency stop
4	Single-phase GFCI duplex receptacles (20A @ 120V)
5	Two-wire remote start terminals
6	Single-phase, California-style, twist-lock receptacles, 50A @ 208V phase-to-phase, 120V phase to neutral, or 240/120 single-phase when in that voltage position
7	Single-phase, NEMA locking input receptacle, (30A @ 120V) to power block heater, battery charger and generator space heater
8	Glow plug lamp
9	EMCP 4.2B digital generator set controller
10	Cat ET service tool connector
11	Generator main circuit breaker
12	Main bus connection (bus bars with 13 mm holes) behind hinged cover with safety switch
13	HEST/DPF Lamp/Regen



Ratings Definitions and Conditions

ISO Prime — Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW.

www.Cat.com/rentalpower

©2016 Caterpillar

All rights reserved.

Materials and specifications are subject to change without notice.

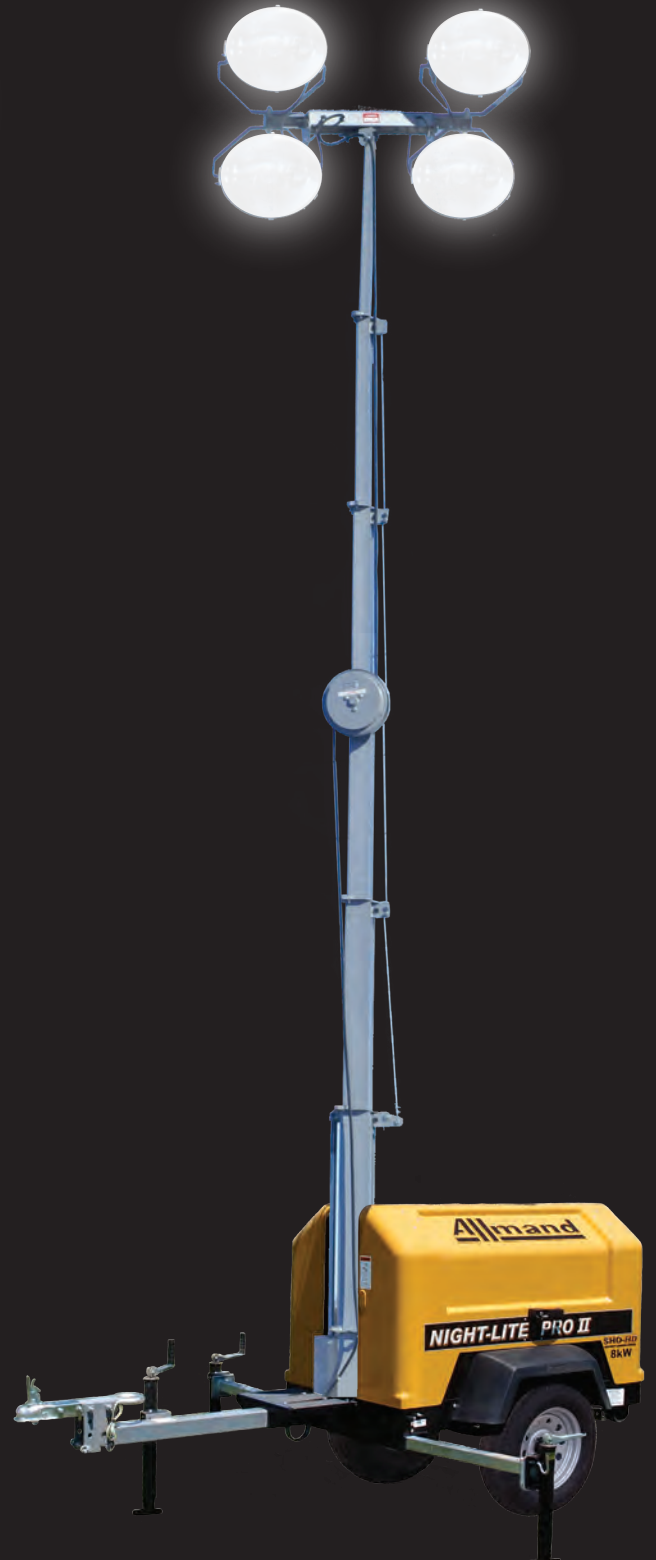
The International System of Units (SI) is used in this publication.

CAT, CATERPILLAR, their respective logos, Product Link, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

NIGHT-LITE PRO II™ LD-Series™

STANDARD FEATURES

- **SHO-HD parallel lamp fixtures** provide more lumens per fixture than competitive light towers
- **Gull-wing style doors** allow easy access to all major service components in the enclosure, resist impact damage, and will not rust
- **Captive latch** on tower support and outriggers eliminates the potential for lost pins
- **Forklift pockets and lifting eye** allow for easy loading and unloading of up to twelve units on a flatbed trailer
- **30 gallon polyethylene fuel tank** eliminates contamination from rust and corrosion commonly associated with metal tanks and provides up to 65 hours of continuous operation
- **Four-point outrigger system** provides enhanced stability in windy conditions



NIGHT-LITE PRO II™ LD-Series™



SPECIFICATIONS

Engine liquid-cooled diesel engine operating at 1800 rpm including:	Kohler KDW 1003 13.4 hp 7.5 kW generator (standard)	
	Kubota D-1005 BG 13.1 hp 7.5 kW generator (optional)	
	Kubota D-1105 BG 13.6 hp 8 kW generator (optional)	
	Caterpillar C1.1 14.3 hp 8kW generator (optional)	
Starting	12 volt electric; glow plug cold starting system	
Fuel Capacity	30 gallon (114 L)	
Operating Time	Up to 65 hrs without refueling	
Lighting	4-1250 watt SHO-HD metal halide fixtures	
	Initial output of 150,000 lumens per lamp (600,000 total)	
Electrical	Alternator (generator): 60 Hz, 1-phase, capacitor-regulated	
	Ballasts: easily serviceable, removable plug-in assemblies	
	120 VAC duplex GFCI outlet	
	Ground rod	
Tower	30 ft., three-section (9.14 m) telescoping manual winch tower	
	Self-lubricating nylon wear pads	
	360° rotation	
Trailer	Formed, welded steel frame	
	Adjustable height combination 2 in. (50 mm) ball, 3 in. (75 mm) pintle towing hitch	
	Gull-wing style, lockable molded poly lift-up access doors	
	Stop/turn/tail lights	
	Forklift pockets and lifting eye	
	Tie down rings	
Stabilizers	Four-point design	
	Tower center-mounted between two retractable side outriggers, rear and tongue jack	
	Remains operational in wind gusts up to 65 mph (105 kph)	
Domestic Shipping Weight	Each light fixture: 15 lbs (6.8 kg)	
	Trailer and mast: 1,610 lbs (732 kg)	
Dimensions	Height mast lowered: 5 ft. 9 in. (1.75 m)	Height mast raised: 30 ft. (9.14 m)
	Length: 14 ft. 7 in. (4.45 m)	Width: 4 ft. 3 in. (1.3 m)
	Outrigger width: 8 ft. 4 in. (2.54 m)	13 in. tires and wheels
Options	LSC100® automatic Light Sequence Commander®	30A 240V outlet
	4-1000 watt high pressure sodium lamps	675 CCA heavy-duty battery
	Saf-T-Visors (set of 4)	VIN Package
	Galvanized tower	7-pole tail light connector
	Quick disconnect lamp fixtures	Tower cord reel



MISCELLANEOUS



WARNING:

www.arizonapartyrental.net

3619 E. Speedway Blvd.
Tucson, AZ 85716
(520) 327-6678

This product has been manufactured for use as a temporary structure and does not meet any structural code. For the safety of all occupants, evacuation is recommended if threatening weather occurs, or if there is any doubt concerning the safe use of this product.

Date of Manufacture: 04/20/2017

Size: 10x, 20x, 30, 40x, 50x, 60x

Certificate of Flame Resistance

Registered Application Number

1413.01



ISSUED BY

Central Tent
Santa Clarita, CA

Date of Manufacture:

4/20/07

This is to certify that the materials described have been flame retardant treated (or are inherently nonflammable).

FOR Arizona Party Rental ADDRESS 4826 Speedway Blvd.
CITY Tucson STATE AZ ZIP 85712

Certification is hereby made that:

The articles described on this certificate have been treated with a flame-retardant fabric or material registered and approved by the State of California Fire Marshal. The article meets the NFPA-701 Flame retardant standard.

Trade name of flame-resistant fabric or material used: Lam-Tex Reg. 1NF722A7

The Flame Retardant Process Used will not be Removed by Washing.

Type, Color, and weight of canvas / vinyl: Vinyl white 15oz

Description: (2) 10x10 White Mid / (1) 10x20 Mid-White plastic bucke exp.

Name of Applicator of Flame Resistant Finish:
Covin Sales

SIGNATURE

CENTRAL TENT MANUFACTURER

Certificate of Flame Resistance



REGISTERED APPLICATION CONCERN No.

F419.01

ISSUED BY

California Combining Corp.
5607 S Santa Fe Ave
Los Angeles, CA 90058

Date treated or manufactured

9-27-05

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

FOR Killer Shade ADDRESS 3013 W. Fairmount
CITY Phoenix STATE AZ 85017

Certification is hereby made that: (Check "a" or "b")

(a) The articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used _____ Chem. Reg. No. _____

Method of application _____

(b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used LAM-TEX Reg. No. F419.01

The Flame Retardant Process Used WILL NOT Be Removed By Washing
(will or will not)

Vincent
Name of Applicator or Production Superintendent

By Cathy Gray
Title CONTROLLER

Certificate of Flame Resistance

REGISTERED
APPLICATION
CONCERN NO.

CAL COMB F-419.01

AZTEC TENTS
490 ALASKA AVENUE
TORRANCE, CA 90503
(800)228-3687

Date treated or
manufactured

10/2006

This is to certify that the materials described below hereof have been flame retardant treated (or are inherently nonflammable).

FOR

**ARIZONA PARTY RENTAL
ATTN: KEN FLOWERS
4826 E. SPEEDWAY
TUCSON, AZ 85712**



Certification is hereby made that: (check "a" or "b")

(a) The articles described below this certificate have been treated with a flame retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.
Name of chemical used Chem. Reg. No.
Method of application

(b) The articles described below hereof are made from a flame -resistant fabric or material registered and approved by the State Fire Marshal for such use; Fabric has been tested and passes NFPA701-96.
Trade name of flame-resistant fabric or material used.. *Laminated Fabric* . Reg. No. *F-11821*.....

The Flame Retardant Process Used WILL NOT Be Removed by Washing
(will or will not)

David Bradley

Chuck Miller - President

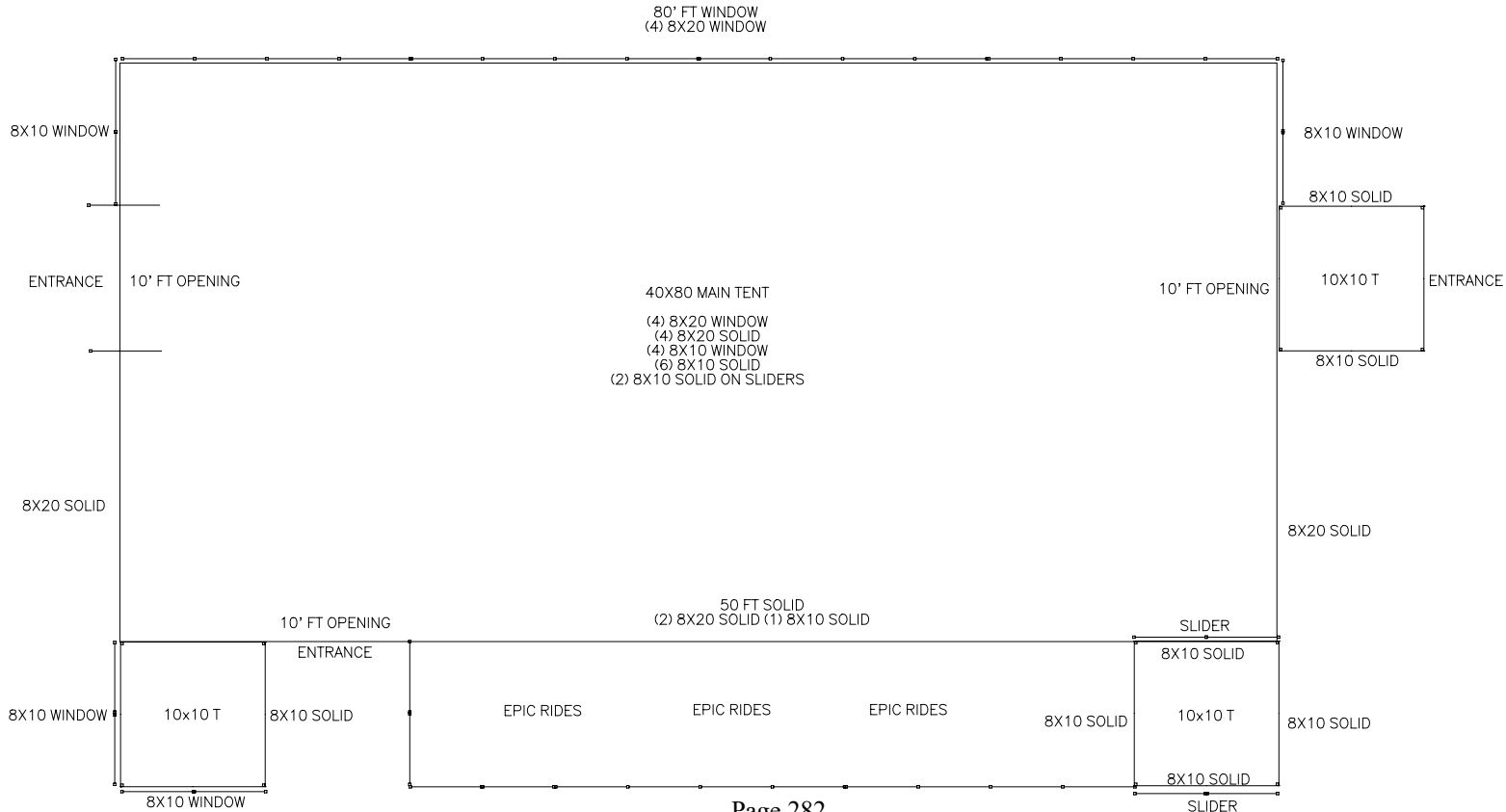
Name of Applicator or Production Superintendent

Title

CUSTOMER ORDER NO. R163152

ITEMS MANUFACTURED:

- 1- 40'x40' (2 PC.) JUMBOTRAC TOP ONLY- ULTRA WHITE
- 2- 40'x20' STANDARD MIDDLE TOP ONLY- ULTRA WHITE
- 6- 10'x20' (1 PC.) JUMBOTRAC GRAND PANORMA WALL- ULTRA WHITE
- 6- 10'x20' JUMBOTRAC SOLID ACCESS WALL- ULTRA WHITE





GOLDER RANCH FIRE DISTRICT
Fire and Life Safety Division
1175 W Magee Rd. Tucson, AZ 85704
(520)818-1017

FIRE PERMIT INVOICE

Date: 1/16/2025 **Permit Number:** 250116036
Reviewer: Druke, Brenda
Type: Special Use Permits

LOCATION/OCCUPANT

Name: 24 Hours in the Old Pueblo **Address:** Willow Springs/Tipperary
Phone: Arizona
Cell: **Email:**

CONTACT

Name: Epic Rides **Address:** 4500 East Speedway Boulevard
Phone: 5206618805 Tucson, Arizona 85712
Cell: 5206618805 **Email:** jdaniels@epicrides.com

FEEES AND PAYMENT INFORMATION

Permit Type: Special Use Permits **Permit Number:** 250116036
Permit Fee: 150.00
Date Paid:
Amount Paid: **Payment Type:** **Payee:**

ALL FEES ARE DUE PRIOR TO APPROVED PLAN/PERMIT ISSUANCE

DESCRIPTION OF WORK

24 Hours in the Old Pueblo, Mountain Bike Race and Industry Expo February 14-16, 2025

Term ID: 004

Sale - Approved


Date: 01/21/25 Time: 15:18:53
 Card Type: MasterCard
 Entry Method: Manual
 Card #: XXXXXXXXXXXXX7922

Invoice #: 000117
 Approval Code: 54788J
 V-Code Resp: M
 Lane ID: 5422

Item	Qty	Amount	Total Amount
24HRs OldPueblo	1	\$150.00	\$150.00

Amount \$150.00

I agree to pay the above total amount according to the card issuer agreement. (Merchant agreement if credit voucher)

 Map of purchase location

Customer Copy

This message is confidential and subject to terms at: <https://www.jpmorgan.com/emaildisclaimer> including on confidential, privileged or legal entity information, malicious content and monitoring of electronic messages. If you are not the intended recipient, please delete this message and notify the sender immediately. Any unauthorized use is strictly prohibited.

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

EVENT

License 015100031526

Issue Date: 1/17/2025

Special Event

Event Dates: 2/14/2025 - 2/16/2025

Issued To:

RUTH CANAMAR , Agent
SONORAN DESERT MOUNTAIN BICYCLISTS
TaxID: 16100809/TAX:27-4499320
Event Name: Special Event

Mailing Address:

RUTH CANAMAR
SONORAN DESERT MOUNTAIN BICYCLISTS
3514 E CALLE ALARCON
TUCSON, AZ 85716
USA



Location:

TIPPERARY ROAD WEST OF WILLOW SPRINGS
RUNNOFF/E WILLOW SPRINGS DRIVE
ORACLE, AZ 85232

EXP 2025/02/16/2025



POST THIS LICENSE IN A CONSPICUOUS PLACE



Estimate / Contract

PO Box 1144 Willcox, Az 85644

Date	Quote #
10/28/2024	18840

Attention:

Epic Rides
534 N Stone Ave
Tucson, AZ 85705

Project

P.O. No.	Terms
2025	Net 15

www.stambackseptic.com

stambackseptic@gmail.com

Description	Qty	Total
Special Event Rental of Portable Unit Standard	85	9,775.00T
Handicap - ADA Portable Restroom Rental	3	435.00T
Handwash Station Rental	10	1,250.00T
Service of Portable units.	294	10,290.00T
Delivery & pick-up fee - Location of event is off road.	2	4,000.00T
Trash & Recycle Roll-offs - 6 - 30 yard units (this price includes deliveries and pick ups)	6	4,800.00
Trash & Waste Roll-offs for Fire ash - 1 @ 20 yard	1	800.00
Discount for multi unit and repeat customer.		-15,000.00T
3% tax added for using a credit card if paid over the phone only		510.17
Extra Supplies will be left on site for restrooms facilities as part of donation as well. Deliver units February 11th and Remove February 17th 2025, service all portable units Feb 14, 15 and 16th Location at 24 hour in Old Pueblo off Willow Springs Ranch Road		

We look forward to your business!		Total
-----------------------------------	--	--------------

*I accept the summary of works provided in this estimate for the final sum indicated.
 *This estimate is valid for 30 days
 *Once both parties sign this estimate, this becomes a binding contract.

Customer Signature

Print Name

Date

12/18/24

Stamback Septic Signature

Page 1

Page 286

Date



Estimate / Contract

PO Box 1144 Willcox, Az 85644

Date	Quote #
10/28/2024	18840

Attention:

Epic Rides
534 N Stone Ave
Tucson, AZ 85705

Project

P.O. No.	Terms
2025	Net 15

www.stambackseptic.com

stambackseptic@gmail.com

Description	Qty	Total
Sales Tax-Pers Prop Rental-PMA		655.75
We look forward to your business!		
Total		\$17,515.92

*I accept the summary of works provided in this estimate for the final sum indicated.
 *This estimate is valid for 30 days
 *Once both parties sign this estimate, this becomes a binding contract.

Customer Signature

Print Name

[Handwritten Signature]
 John Daniels

Date

12/10/24

Stamback Septic Signature

Page 2

Page 287

Date

Off Duty Management Job ODM-20241118-0111 External Inbox x

✦ Summarize this email

Arizona OPS <azops@offdutymanagement.com>
to me ▾

Good Morning,

This is to serve as proof that Epic Rides has entered a request with Off Duty Management for 2/15/2025 and 2/15/2025 for 2 officers on each day with a vehicle. Below is a screen shot and attached is a breakdown of the services.

Respectfully,
Stephanie Walker
Customer Service Coordinator
Office: 877-636-8300

RISK MANAGEMENT

**Contingency: COI not provided as of
1/23/25**



PINAL COUNTY

WIDE OPEN OPPORTUNITY

SEP-023-24

2/05/2025

Community Development Department

SEP-023-24

The Epic Rides as applicant/host has submitted a formal request for a special event permit to host its annual *24 Hours in Old Pueblo* fundraising event.

This is a three day large special event.

Annual three-day Special Event hosted by Epic Rides; mountain biking fundraising event

- ▣ **Location:** Willow Springs Ranch (Tipperary Road; Oracle area; leased AZ State Land)
- ▣ **Anticipating:** up to 2,000 per day
- ▣ **Scheduled:** 2/14 – 2/16 (Friday – Sunday / 6am – midnight)
- ▣ **Applicant:** John Daniels of EPIC Rides

SEP-023-24 – Highlights

- ▣ Mountain biking event fundraiser
- ▣ Cycling events
- ▣ Overnight camping (tents and campfires)
- ▣ Live music and DJ
- ▣ Alcohol and food booths
- ▣ Portable restrooms & showers





Site Layout



Staff Recommendation

□ Recommend Approval w/Contingencies

▣ The Special Event Committee recommends approval of SEP-023-24 upon fulfillment of contingencies by February 7, 2025, as listed below.

- Approval of Emergency Management Documents
- Certificate of Insurance
- Permit for generator use
- Food booth approval

□ *Applicant has submitted all other documents required by County Divisions and the Special Event permitting process.*

Event in Photos



PINAL COUNTY

WIDE OPEN OPPORTUNITY





PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 136

Dept. #: 2612015

Dept. Name: Juvenile Court Services

Director: Jeanne Brandner

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to accept the Award for the Diversion Consequences Program between the Arizona Supreme Court Administrative Office of the Courts and Pinal County Board of Supervisors, beginning July 1, 2024, ending June 30, 2025, for \$193,928. The Juvenile Court Services Department will use the grant for salary, EREs, supplies and contract services for vendors supporting the Diversion Consequences Program. The award was budgeted in the FY24/25 budget. There is no impact on the General Fund. (Jeanne Brandner)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented

History	Who	Approval
Time		
1/23/2025 3:43 PM	County Attorney	Yes
1/27/2025 7:40 AM	Grants/Hearings	Yes
1/28/2025 4:30 PM	Budget Office	Yes
1/29/2025 10:53 AM	County Manager	Yes
1/29/2025 2:49 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
<input type="checkbox"/> Fy25 Consequences Grant Request
<input type="checkbox"/> FY25 Consequences Addendum A



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project: _____

Approval received per Policy 8.20: _____ OnBase Grant #: _____

Please select one:

- Discussion/Approve/Disapproval consent item _____
- New item requiring discussion/action _____
- Public Hearing required _____

Please select all that apply:

- Request to submit the application _____
- Retroactive approval to submit _____
- Resolution required _____
- Request to accept the award _____
- Request to approve/sign an agreement _____
- Budget Amendment required _____
- Program/Project update and information _____

ADDENDUM A

DIVERSION - CONSEQUENCES JUVENILE COURT IN PINAL COUNTY FOR FISCAL YEAR 2025

Addendum Date: March 1, 2024

Note: This addendum supersedes all previously dated addendums

TOTAL AMOUNT AWARDED: \$219,928

APPROVED BUDGET			
	CATEGORY	FTE's	AMOUNT
A.	Case Carrying Personnel Salary/ERE	0.00	\$0
B.	Non-Case Carrying Personnel Salary/ERE	2.00	\$183,928
C.	Travel		\$0
D.	Equipment		\$0
E.	Operating		\$5,000
F.	Contract Services		\$5,000
G.	Other		\$0
TOTAL AMOUNT TO BE DISBURSED			\$193,928

SCHEDULED DISBURSEMENTS				
	July 31, 2024	October 31, 2024	March 15, 2025	May 15, 2025
	\$46,543	\$49,128	\$49,129	\$49,128

RETAINED FUNDS				AMOUNT
A.	Contract Services			\$26,000
B.	Direct Payment			\$0
C.	Vacancy Reserve			\$0
D.	Retained Unallocated			\$0
TOTAL AMOUNT TO BE RETAINED				\$26,000

Signed: Joseph Kelroy Digitally signed by Joseph Kelroy
Date: 2024.07.24 20:17:06 -07'00'
JJS Division Director Signature

Signed: Jeanne K. Brandner Digitally signed by Jeanne K. Brandner
Date: 2024.08.01 09:21:47 -07'00'
Director of Juvenile Court Services Signature

N:\JSD\FY2025\1918\25Addendum_A1918.xls

Arizona Supreme Court
Administrative Office of the Courts

FUNDING AGREEMENT FOR:

**Juvenile Probation Services Fund (JPSF)
Diversion (Intake and Consequences)
Juvenile Intensive Probation Supervision (JIPS)
Juvenile Standard Probation
Family Counseling
Juvenile Drug Court (JDC)*
Title IV-E*
State and Local Fiscal Recovery Funds*
Juvenile Monetary Sanctions Backfill Appropriation**

***If Applicable**

Fiscal Year 2025

This Agreement is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts, ("AOC"), and **PINAL COUNTY JUVENILE COURT** ("Department").

1. TERM

This Agreement becomes effective on July 1, 2024, and shall remain in effect through June 30, 2025.

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (1) lack of funding; (2) statutory changes in the program; (3) the Department's failure to implement or operate the approved plan; (4) the Department's non-compliance with this Agreement or other program requirements, or (5) other circumstances necessitating such action. Either party may terminate this Agreement upon thirty (30) days written notice to the other party by certified mail.

3. FUND ACCOUNTING

Funds distributed to the Department shall be deposited in a Special Revenue Fund established for the execution of this Agreement. Per A.R.S. § 12-268, each program must be accounted for separately within this fund. Any interest earned on these monies while in the possession of the Department shall accrue to the fund for use by the Department in accordance with its approved plan. The Department shall ensure that the board of supervisors designates a chief fiscal officer who will establish and administer this fund.

4. FUND MANAGEMENT

a. Distribution of Funds. The AOC may retain all or any portion of the funds allocated to the Department for the performance of its approved plan and may authorize

direct expenditures for the benefit of the Department. The specific amounts to be retained by the AOC for direct expenditures for the benefit of the Department and to be disbursed to the Department are set forth in Addendum A to this Agreement for each specified program. The AOC may periodically modify the distribution of funds contained in the Addendum A's based on its determination of the Department's need for and usage of the funds and/or funding changes.

b. Reporting Requirements. Department shall submit the following to the AOC:

- i. A mid-year financial progress report for JIPS, Standard Probation, JPSF, JDC, Title IV-E, Diversion and Family Counseling due on or before January 31, 2025.
- ii. A closing report for the above listed funds is due on or before August 31, 2025, which includes: (1) a juvenile probation fund report in accordance with A.R.S. § 12-268 documenting the total amount of annual receipts and expenditures for all probation funding; (2) a program report; (3) an interest report which includes the total amount of interest accrued and expended on all funds; and (4) performance measure data for each applicable program.

Closing reports submitted past the deadline may result in the Department being placed on financial sanction status by the AOC. With prior approval from the AOC, modifications may be made to the report format.

- iii. Results of the juvenile probation caseload audit. To ensure accuracy and validity of reported monthly statistical information, the Department will perform a minimum of one yearly caseload audit of juveniles placed on juvenile probation, on a date established by the Juvenile Justice Services Division (JJSD). The caseload audit shall consist of a manual tabulation of all probation case files in the county, and a listing of juveniles on probation generated by the Juvenile On-Line Tracking System (JOLTSaz). A comparison of the two lists will be made on forms provided, and the results forwarded to the JJSD in accordance with the processes outlined by the AOC.
- iv. A monthly payroll and expense report is due to the AOC on the 15th day of the following month.
- v. A copy of the department's approved county budget or any board resolution affecting salaries of state funded employees no later than 14 days after approval.

c. Unexpended Funds.

- i. Funds unencumbered as of June 30, 2025, and unexpended as of July 31, 2025, with the exception of Title IV-E administrative and training reimbursements, shall be transmitted to the AOC for reversion no later than August 31 of the same year.
- ii. A carry forward of unexpended Standard and Juvenile Intensive Probation General Funds into fiscal year 2026 will be considered with a written request approved by the AOC. The written request must include details, including dollar amount, of how the funds will be

expended for fiscal year 2026 General Fund salaries and ere for probation.

- iii. Revertments shall be accompanied by a closing financial statement signed by the presiding juvenile court judge.

d. Inappropriate Expenditures. The Department shall expend funds only for the purposes and uses specified in the approved plan and budget and as set forth in the applicable Addendum A. The Department agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan, budget and this Agreement. Funds shall not be used to pay county or city administrative costs for services associated with those funds including, but not limited to, the cost of accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased with state funds distributed by the AOC shall be used solely for purposes designated in the approved plan unless written permission is received from the AOC.

e. Budget Modifications. Funds shall not be moved to or from any budget category without prior written approval from the AOC. All budget modifications shall be in accordance with the AOC's Budget Modification Policy.

f. Termination of Funding. In the event that this Agreement is terminated prior to June 30, 2025, all unexpended funds in the possession of the Department shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with grant funds. If termination is due to failure of the Department to comply with this agreement, the AOC may require return of equipment and supplies purchased with grant funds.

g. Allocation and Management of Funds. The AOC shall allocate available state monies among courts requesting state funds. The AOC may prepare and implement procedures for allocation and adjusting state funds among courts.

h. Allocation and Management of State-Funded Personnel Placements. The AOC shall allocate state funded personnel placements among courts. The AOC may prepare and implement procedures for adjusting allocated placements and associated monies among courts.

The AOC may apply a vacancy factor against the personnel and employee related expenses (ERE) lines to maximize the use of available funds and reduce disbursed funds accordingly. In the event the probation population is equal to or greater than statutory capacity, the Department shall promptly take steps to fill pre-approved positions. On a quarterly basis, AOC will review personnel and other budget categories and make adjustments if necessary.

i. Department must request approval to fill any vacant case carrying (both county and state funded positions) and any state-funded non-case carrying positions from the Juvenile Justice Services Division. Departments must petition the AOC to fill any vacant positions funded with AOC dollars and may not move non-AOC funded staff into positions funded with AOC dollars without prior approval from the AOC. The Juvenile Justice Services Division shall be informed, in writing, of the number and the funding source for each new staff.

5. BOOKS AND RECORDS

a. Financial Records and Examination. The Department shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this agreement. All books, records, and other documents relevant to this Agreement shall be retained by the Department and its subcontractors for a period of five years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation. The AOC may monitor and evaluate the local plan to determine its effectiveness. As a condition of receipt of funds, the Department agrees to maintain and provide to the AOC such data and statistics as may be required for purposes of evaluation. The Department further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring, operational review, and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

6. INVENTORY

Equipment purchased with funds received pursuant to this Agreement or provided to the Department through direct payment by the AOC, shall become the property of Department, and the Department shall maintain written inventory and property control policies and procedures covering the equipment. The Department may use its existing inventory system but must at a minimum maintain the information required by AOC policies and procedures.

7. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by this Agreement, and in compliance with applicable administrative orders or codes, for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding juvenile court judge. The Department is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Equipment which is no longer needed or usable shall be surplus as required by this Agreement. If no such requirements are included in the Agreement, then local surplus property procedures may be utilized.

8. FINANCIAL SANCTION STATUS

In addition to any other remedy available pursuant to this Agreement, the Department may be placed in financial sanction status for deficiencies including but not limited to:

- a.** Delinquent budget request or plan submissions;
- b.** Delinquent midyear, closing or other reports requested by the AOC;
- c.** Inaccurate reporting of probation population statistics;
- d.** Unauthorized allocation of personnel;
- e.** Expenditures in excess of the approved amounts;
- f.** Expenditures not authorized within the current funding agreement; or
- g.** Failure to adhere to the administrative code governing each state fund.

9. FINANCIAL SANCTION ACTION

During the period of financial sanction status, the AOC may take any appropriate action including:

- a.** Written warning with request for immediate compliance;
- b.** Withholding all or any portion of state funds or equipment disbursements;
- c.** Withholding all disbursements from all state funds;
- d.** Requiring monthly submission of costs incurred for prior disbursements;
- e.** Requiring monthly submission of expenses for reimbursement of actual costs incurred (to receive reimbursement while on sanctions status, Department shall submit a monthly reimbursement request to the AOC detailing expenses in funding categories as delineated on Addendum A, in addition to the monthly payroll and expense report; state funds shall not be used for any adverse financial costs or interest charged or incurred due to Departments financial sanction status);
- f.** Recovery of funds or equipment already disbursed; or
- g.** Not authorizing new positions/teams/equipment.

10. OTHER REQUIREMENTS

The Department agrees to: (1) utilize the JOLTSaz including but not limited to; the input of data in a timely and accurate manner as established by the AOC and providing reports as requested by the AOC; (2) utilize AZYAS tool(s) administered to classify risk of recidivism and identify needs related to delinquent behavior for juveniles referred to the court; (3) establish program goals and objectives which are measurable in accordance with guidelines provided by the AOC; and (4) participate in any applicable outcome studies.

11. COUNTY APPROPRIATION LEVELS

Receipt of state probation monies by the counties is contingent on the county maintenance of fiscal year 2020 expenditure levels for each probation program. State monies are not intended to supplant county dollars for probation programs. Should a County not provide sufficient funds to meet the 2020 maintenance of effort requirement the AOC will address the issue in the next funding allocation cycle.

12. COLLECTION OF RESTITUTION

The Department shall make every effort to enforce the collection of restitution payments due to victims. The collection of restitution shall be made in accordance with generally accepted accounting principles and minimum accounting standards for Arizona courts as prescribed in ACJA §1-401 or subsequent code. The Department is responsible for timely entry of restitution data into the juvenile case management database.

13. PROBATION SERVICES FUND

In accordance with A.R.S. §12-268, each fiscal year the Department shall, on or before August 31, submit to the AOC a report detailing expenditures of fund monies for the preceding fiscal year.

The Department shall also submit to the AOC a plan, in compliance with existing code detailing intended expenditure of fund monies for the following fiscal year, no later than August 31. Any request for modification of an existing approved plan or for any

variation from code guidelines, must be submitted to AOC and approved prior to any expenditures.

14. VENDOR PAYMENT RESTRICTIONS

a. Utilization. The Department shall not submit invoices to the AOC from a non-AOC contracted provider. Rather, the Department shall use their disbursed treatment funds to cover these expenses.

b. Contract Suspension. The Department shall not submit invoices to be paid with retained treatment funds for a vendor whose contract is suspended or for services provided to youth referred after the AOC has recommended suspending referrals as a result of concern for the health and safety of youth in the facility, a death of a youth in a facility or as a result of other significant contractual or statutory violations.

15. JPSF AND DIVERSION

a. Management of Allocation. The Department shall manage allocations retained at the AOC on behalf of the Department. If the Department projects an over expenditure of its allocation, the Department shall submit a report to the AOC within 30 days of the projection, or at the request of the AOC, detailing how the Department will come into fiscal compliance. The Department shall make every effort to manage its budget effectively and to avoid over expenditure of its allocation.

If an over expenditure of funds exists, the AOC may collaborate with the Department to identify subcategories within funds currently allocated to the Department that can be used to cover the over-expenditure from the following:

- Contract Services Disbursed
- Operating
- Personnel
- ERE
- Fees and accumulated interest

Any Budget Modification initiated by the AOC to assist with the coverage of identified over expenditures of funds shall be in accordance with the AOC's Budget Modification Policy.

If the over expenditure cannot be resolved within the funds currently allocated to the Department, then, the AOC may look for unexpended funds within other departments across the state to assist the Department to cover the over-expenditure.

If the over expenditure cannot be resolved from either of the two measures above, then the AOC may notify providers not to accept referrals from the Department unless the Department has agreed to pay for the services from county or other funds.

16. TITLE IV-E (If Applicable)

a. Maintenance Reimbursements. Will be held at the AOC and be disbursed at least semi-annually to the Department equal to the amount of reimbursement received by the AOC on behalf of the Department, unless the Department indicates to the AOC a preference to have a portion of those funds retained at the AOC.

b. Administrative and Training Reimbursements. Will be disbursed at least semi-annually to the Department in amounts equal to the amount of reimbursement received by AOC on the behalf of the Department.

c. Federal Audit Repayments. Any request for repayment of any Title IV-E Maintenance, Administrative or Training reimbursement as a result of a federal review or action is the responsibility of the Department to remit.

17. JUVENILE DRUG COURT (If Applicable)

a. Management of Allocation. The Department shall manage the allocation of these dispersed funds provided by the AOC. If the Department projects an over expenditure of its allocation, the Department shall submit a report to the AOC within 30 days of the projection, or at the request of the AOC, detailing how the Department will come into fiscal compliance. The Department shall make every effort to manage its budget effectively and to avoid over expenditure of its allocation. For the Family Counseling Fund, the Department will monitor expenditures of both the AOC and required County match portions and report this information as outlined in Paragraph 4 (Fund Management) of this document.

If an over expenditure of funds exists, the AOC will collaborate with the Department to identify subcategories (if applicable) within funds currently allocated to the Department that can be used to cover the over-expenditure from the following subcategories:

- Contract Services Disbursed
- Personnel
- ERE
- Operating

Any budget modification initiated by the AOC to assist with the coverage of identified over-expenditures of funds shall be in accordance with the AOC's Budget Modification Policy.

If the over expenditure cannot be resolved within the funds currently allocated to the Department or from county fees and accumulated interest, then, the AOC may look for unexpended funds within other departments across the state to assist the Department to cover the over-expenditure.

18. FAMILY COUNSELING

a. Management of Allocation. The Department shall manage the allocation of these dispersed funds provided by the AOC. If the Department projects an over expenditure of its allocation, the Department shall submit a report to the AOC within 30 days of the projection, or at the request of the AOC, detailing how the Department will come into fiscal compliance. The Department shall make every effort to manage its budget effectively and to avoid over expenditure of its allocation. The Department will monitor expenditures of both the AOC and required County match portions and report this information as outlined in Paragraph 4 (Fund Management) of this document.

19. DIVERSION

a. Juvenile Hearing Officer. If the Department utilizes juvenile hearing officers to dispose of juvenile offenses pursuant to A.R.S. §8-323, the Department shall require the juvenile hearing officer to immediately transmit to the Department all copies of citations with the findings. The Department shall approve any diversion program established by a city or town attorney or prosecutor under this section. No funds approved under this Addendum may be used for programs which have not been approved by the Department and/or AOC. The Department is responsible for ensuring full compliance with A.R.S. §8-323 and all other applicable statutes, rules, and administrative orders.

b. Reduction of Funds. AOC reserves the right to reduce funding should the diversion population be determined by the AOC to be insufficient to support the current or projected level of funding or should the county attorney operate a community based alternative program. This reduction may include previously funded positions, operating cost and/or the allocation for program consequences and services. The Department **must request approval** to fill any vacant state-funded positions funded with Diversion funds as described in Paragraph 4 (Fund Management) of this document.

20. JIPS

a. Capacity. The Department may request additional positions from the AOC when the program has maintained an active caseload 95%, or higher, of statutory capacity for a minimum of three months. The Department shall send a declaration of need to the JJSD. The declaration shall state: (1) the number of positions being requested, (2) the current ratio of probationers to probation officers and program capacity, and (3) the number of juvenile probation officers performing field supervision by funding source. The declaration is to be signed by both the presiding juvenile court judge of the county and the juvenile court director or chief probation officer. Upon receipt of the declaration, JJSD will audit the juvenile probation caseloads of the department to confirm the need for additional officers. Upon verification of the need, and if resources are available, the JJSD will proceed to allocate additional resources.

b. Reduction of Funds. The AOC reserves the right to reduce funding should the JIPS population be determined by the AOC to be insufficient to support the current or projected level of funding. This reduction is not limited to, but may include, previously authorized positions, contract services, operating costs and vehicle costs.

c. Case Load Ratios. In the event the Department's JIPS probation population falls below the statutory established case load ratios for active probationers, the Department must request approval to fill any vacant case carrying (both county and state funded case carrying) positions funded under the program. The Department must request approval to fill all vacant non-case carrying state-funded positions. Failure to cooperate may result in the need to adjust future disbursements to the Department to correct inequities.

21. STANDARD PROBATION

a. Capacity. The Department may request additional positions from the AOC when the program has maintained an active caseload of 95%, or higher, of statutory capacity for a minimum of three months. The Department shall send a declaration of need to the JJSD. The declaration is to state: (1) the number of positions being requested, (2) the current ratio of probationers to probation officers and program capacity, and (3) the number of juvenile probation officers performing field supervision by funding source. The declaration is to be signed by both the presiding juvenile court judge of the county

and the juvenile court director or chief probation officer. Upon receipt of the declaration, JJSD will audit the juvenile probation caseloads of the department to confirm the need for additional officers. Upon verification of the need, and if resources are available, the JJSD will proceed to allocate additional resources.

b. Reduction of Funds. The AOC reserves the right to reduce funding should the standard probation population be determined by the AOC to be insufficient to support the current or projected level of funding. This reduction is not limited to but may include previously authorized positions and operating costs.

c. Case Load Ratios. In the event the Department's standard probation population falls below the statutory established case load ratios for active probationers, the Department must request approval to fill any vacant case carrying (both county and state funded case carrying) positions funded under the program. The Department must request approval to fill all vacant non-case carrying state funded positions as described in Paragraph 4 (Fund Management) of this document. Failure to cooperate may result in the need to adjust future disbursements to the Department to correct inequities.

22. STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) PROGRAM:

Funding provided by the Governor's Office to supplement probation salary increases. All fund monies under this agreement must be expended prior to expending current fiscal year Standard, Juvenile Intensive, or Diversion Intake general fund monies for Salary and ERE expenses.

The AOC is required to maintain compliance with Federal Code established for federal grants, 2 C.F.R. Part 200 Uniform Requirements, specifically the responsibility of administering and monitoring subrecipients. As part of the SLFRF program, the AOC will need to complete a risk assessment process to ensure pass-through subrecipients of grants from the SLFRF program are financially responsible in all aspects of the funds that could be awarded. This risk assessment could include requesting Departments to complete a risk self-assessment questionnaire and/or submission of the most applicable and most recent Single Audit.

23. JUVENILE MONETARY SANCTIONS FUNDING BACKFILL APPROPRIATION:

The budget includes a one-time increase of \$250,000 from the General Fund in FY 2025 for juvenile monetary sanctions backfill funding. The 3-year spending plan continues this one-time appropriation in FY 2026 and is subject to Legislative approval/funding for each subsequent fiscal year.

Monies in this line item provide backfill funding to replenish revenues lost from the repeal of juvenile monetary sanctions. Laws 2023, Chapter 162 repeals certain court-ordered fees for juveniles, exempts juveniles from court surcharges and assessments, and prohibits courts from charging a juvenile or the juvenile's parent or guardian for the costs of court-ordered treatment, counseling, and other services.

The AOC will disseminate a percentage of this amount to each juvenile probation department statewide as part of this funding agreement. The allocation for each county will be based on an average annual percentage of what each county collected in relation to the other fourteen counties between FY20-FY22.

Monies allocated to each county is non-reverting and can be spent however deemed appropriate to replenish revenues lost from the repeal of juvenile monetary sanctions.

Each county juvenile probation department will determine which account the monies will be placed.

24. PERFORMANCE LIABILITY

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

PINAL COUNTY JUVENILE COURT

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE
COURTS**

By: _____

Presiding Juvenile Court Judge

By: _____

*Marcus Reinkensmeyer, Deputy Director
Administrative Office of the Courts*



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Call to the Public— A "call to the public" is the time period for members of the public to address the Board of Supervisors to provide public input relating to subject matter within the Board of Supervisors authority or jurisdiction. Those wishing to address the Board of Supervisors need not request permission in advance. Action taken as a result of public comment will be limited to directing staff to study the matter or rescheduling it for further consideration and decision at a later date.

[Click Here for Call to the Public Guidelines](#)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time

Who

Approval

ATTACHMENTS:

Click to download

[Call to Public Guidelines and House Rules, Code of Conduct](#)

CALL TO THE PUBLIC

There is no statutory requirement for a "call to the public"; it is a privilege, not a right, and given at the discretion of the Board of Supervisors. A "call to the public" is the time period for members of the public to address the Board of Supervisors on any item of concern or to provide public input relating to subject matter within the Board of Supervisors authority or jurisdiction.

Individuals and/or organizations wishing to speak during Call to the Public are encouraged to sign in with the Clerk. During the time set aside for public comment on the agenda, the Chairman will call forth individuals signed up.

Guidelines:

1. Fifteen minutes before the start of the meeting there will be public comment cards for members of the public to sign up if they wish to speak before the Board. After all individuals who signed up for Public Comment have spoken, the Chairman may ask if there are additional individuals who would like to speak.
2. Speakers should adhere to the following protocol:
 - a. Sign in with the Clerk before the meeting
 - b. At the speakers' podium please state your name and address
 - c. Address comments to the Board as a whole
 - d. Give written statements and other supporting material to the Clerk. Please note that written statements are made a part of the permanent records of the Board. In addition, if the speaker is unable to complete the presentation in the time allotted, a copy of supporting materials will be provided to the Board.
3. Up to three minutes will be allowed for each presenter to speak. A warning system (card or light) may be used to time presentations.
4. If the individual represents a group, the individual may ask group members to stand while the individual speaks, as opposed to having each member speak on the same issue.
5. In order to maintain civility and respect for all points of view, there will be no clapping, booing or any other verbal form of support or nonsupport. Any person making personal, impertinent, or slanderous remarks or who become boisterous while addressing the Board, shall be asked to refrain from such and if they refuse and continue, may be removed at the discretion of the Chairperson. Continued unauthorized remarks from the audience, stamping of feet, whistling, yelling, booing, clapping, cheering or similar demonstrations may be grounds for removal.
6. Debate or dialogue with the Board is not allowed during Call to the Public. Pursuant to [A.R.S. 38-431.01 \(H\)](#), if it's not an agenda item, the Board response is limited to:
 - Asking staff to study the matter
 - Request placement on a future agenda
 - Respond to criticism

These three responses must take place at the conclusion of the call to the public.

7. Use of the projection system is reserved for staff. If a member of the public is providing a presentation, please provide 8 copies to the Clerk of the Board (5 copies for the Board and the remaining copies for the County Manager, County Attorney, and Clerk).

HOUSE RULES: CODE OF CONDUCT

1. Listen and understand before judging.
2. Be courteous, honest and respectful of others' opinions, preferences, and persons.
3. Focus on the vision and goals; no personal attacks or inferences.
4. Look for areas of agreement before differences.
5. Be on time; start on time; silence all personal communication devices, and do not allow them to distract from the work at hand.
6. Once a decision is made, support the County decision, but state your reservation.
7. Agree to disagree; move on to the next issue.
8. Come prepared to discuss issues; When possible, ask questions of staff prior to the meeting so that staff can be prepared. Avoid surprises; don't play "Gotcha."
9. Praise in public; provide constructive feedback in private.
10. Participate in discussions and focus on the issue; avoid side conversations. Be mindful that sidebar conversations are disruptive.
11. Communicate in an open, direct manner; keep others informed.
12. If you have a personal issue with another member of Board, go to that member directly and not to other Board members, the community or staff.
13. Be a positive ambassador for the County.
14. In the event of a conflict-of-interest when possible file said conflict with the Clerk of the Board prior to the meeting. The Board member shall make known said conflict and refrain from voting and participating in any discussion on the matter, pursuant to [A.R.S. 38-503](#).



PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 10

Dept. #: 316

Dept. Name: Community Development

Director: Brent Billingsley

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Public Hearing and discussion/approval/disapproval of Ordinance No. 2025-PZ-022-24, an Ordinance approving case PZ-022-24, Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, P.C., applicant requesting approval of the rezoning of 3.3± acres from General Business Zone (CB-2) to General Commercial Zoning District (C-3) to allow for a marijuana dispensary, situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal County. The Planning and Zoning Commission voted unanimously (8-0) to recommend approval of case PZ-022-24 with thirteen (13) stipulations. Supervisor District #1. (Sangeeta Deokar/Brent Billingsley)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

No recommendation

History	Who	Approval
Time		
1/29/2025 3:14 PM	County Attorney	Yes
1/29/2025 4:19 PM	County Manager	Yes
1/29/2025 4:25 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
 [Ordinance 2025 PZ-022-24](#)

- [Staff Report](#)
- [Power Point Presentation](#)
- [2025 02.04 Applicant Presentation](#)

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

ORDINANCE NO. 2025-PZ-022-24

AN ORDINANCE OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS APPROVING THE REZONING FOR PROPERTY LOCATED EAST OF N. WHITE ROAD, AND SOUTH ALONG W. PAPAGO ROAD IN UNINCORPORATED PINAL COUNTY NEAR THE CITY OF MARICOPA (TAX PARCEL 510-64-005), FROM CB-2 GENERAL BUSINESS ZONE TO C-3 GENERAL COMMERCIAL ZONING DISTRICT, AS REQUESTED IN THE PINAL COUNTY COMMUNITY DEVELOPMENT DEPARTMENT CASE NO. PZ-022-24; ESTABLISHING AN EFFECTIVE DATE; AND DIRECTING ITS PUBLICATION

WHEREAS, the Pinal County Board of Supervisors (the “**Board**”) is authorized pursuant to Arizona Revised Statutes § 11-814 to rezone property in order to conserve and promote the public health, safety, convenience and general welfare; and,

WHEREAS, on March 29, 2024, the Pinal County Community Development Department received an application from Rand Del Cotto, Papago Properties LLC, landowner, and Larry Lazarus, Lazarus & Silvyn, P.C. agent, requesting the rezoning of a 3.3± acre parcel from CB-2 General Business Zone to C-3 General Commercial Zoning District located east of N. White Road, and south along W. Papago Road in unincorporated Pinal County near the city of Maricopa (tax parcel 510-64-005), and legally described in the attached **Exhibit “A”** (the “**Property**”), for operating a marijuana dispensary on the Property (the “**Rezoning Application**”); and,

WHEREAS, on December 19, 2024, the Pinal County Planning and Zoning Commission held a public hearing on the Rezoning Application, under case no. PZ-022-24, and following the public hearing, voted 8-0 in favor of forwarding a recommendation of approval of the Rezoning Application to the Board subject to thirteen (13) Stipulations as set forth on the attached **Exhibit “B”** (the “**Stipulations**”); and,

WHEREAS, the Board finds that the request to rezone the Property as set forth herein is in the best interest of Pinal County and is consistent with, and conforms to, the adopted comprehensive plan and the general purposes of Pinal County’s Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Pinal County Board of Supervisors as follows:

///

///

ORDINANCE NO. 2025-PZ-022-24

Section 1: The Rezoning Application requesting to rezone the Property legally described in the attached **Exhibit "A"** from CB-2 General Business Zone to C-3 General Commercial Zoning District is hereby approved and the Property is accordingly rezoned subject to the thirteen (13) Stipulations set forth in the attached **Exhibit "B"**.

Section 2: This Ordinance shall take effect 30 days after the date of its adoption.

Section 3: This Ordinance shall be published at least once in a newspaper of general circulation in the County seat after its adoption.

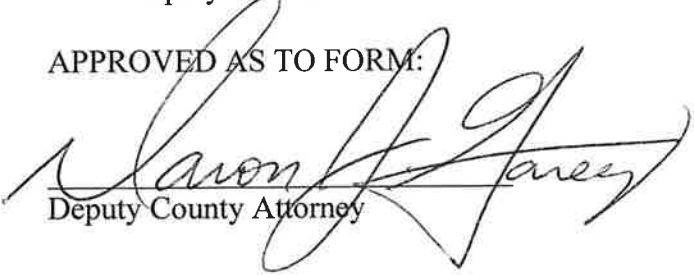
PASSED AND ADOPTED this 5th day of February 2025, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chairman of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

EXHIBIT "A"

TO

ORDINANCE NO. 2025-PZ-022-24

[Legal Description of the Property]

PARCEL NO

APN # 510-64-005

Lot 93 of Papago Buttes Rancho Unit Two, according to the map of record in the office of the County Recorder of Pinal County, Arizona in Book 18 of Maps and Plats at Page 27.

EXHIBIT “B”

TO

ORDINANCE NO 2025- PZ-022-24

(Stipulations of Approval)

1. Approval of this zone change (**PZ-022-24**) will require, at the time of application for development, that the applicant/owner submit and secure from the applicable and appropriate Federal, State, County and Local regulatory agencies, all required applications, plans, permits, supporting documentation and approvals;
2. The applicant/property owner shall meet the requirements of the International Fire Code, as adopted by Pinal County and administered by the Pinal County Building Safety Division;
3. The applicant is responsible for complying with all requirements/licenses for Medical Marijuana dispensary as required by DHS regulations prior to the commencement of business operations;
4. All proposed outdoor lighting must conform to the Lighting Zone 3 requirements of the Pinal County Development Services Code;
5. Dust registration is required if 0.1 acres or more land is disturbed;
6. All construction activity must conform to the earthmoving activity requirements of the Pinal County Air Quality Control District;
7. A drainage report will be required to be submitted to the County Engineer at the time of Site Plan submittal for review and approval. The drainage report shall include a drainage plan that complies with the current Pinal County Drainage Manual and shall be approved prior to the Site Plan approval. The approved Drainage Report and drainage plan shall include provisions to accommodate offsite runoff and shall provide retention for storm waters in an onsite retention/common retention area or as approved by the County Engineer;
8. A Traffic Impact Analysis (TIA) or Traffic Impact Statement (TIS) will be required to be submitted to the County Engineer at the time of Tentative Plat or Site Plan submittal for review and approval. All peripheral road and infrastructure improvements shall be per the approved Traffic Impact Analysis to mitigate impacts on all surrounding roadways to be completed at the developer’s cost. These may include construction of acceleration/deceleration lanes, left turn pockets, traffic signals or other public improvements as approved by the County Engineer. The TIA shall be in accordance with the current Pinal County TIA Guidelines and Procedures and shall be approved prior to the Tentative Plat approval;
9. Any additional right-of-way dedications needed for any required infrastructure improvements (as identified in the approved Traffic Impact Analysis) for any roadways shall be the responsibility of the applicant. All roadway and infrastructure improvements shall be in

accordance with the current Pinal County Subdivision Standards or as approved by the County Engineer;

10. All right-of-way dedication shall be free and unencumbered;
11. Any roadway sections, alignments, access locations, and access movements shown in the rezoning application are conceptual only and have not been approved by the Pinal County Engineer;
12. Drainage/irrigation canals/ditches in project-dedicated Right of Way, will be required to be under grounded prior to dedication; and
13. If offsite improvements are required to be completed by the project per the Traffic or Drainage report, an offsite plan for the improvement is required with the first submittal of the site plans.

MEETING DATE: FEBRUARY 5, 2025

TO: PINAL COUNTY BOARD OF SUPERVISORS

CASE NO.: **PZ-022-24 NIRVANA CENTER REZONE**

CASE COORDINATOR: SANGEETA DEOKAR, SENIOR PLANNER

Executive Summary:

Larry Lazarus, Lazarus & Silvyn, P.C., applicant, on behalf of Rand Del Cotto, Papago Properties LLC, landowner, is requesting approval of a rezoning from General Business Zone (CB-2) to General Commercial Zoning District (C-3) to allow for a marijuana dispensary on 3.3± acres of land, generally located east of N. White Road and south along W Papago Road in unincorporated area of Pinal County in the vicinity of the City of Maricopa.

If This Request is Approved:

The applicant will proceed to submission of a site plan for staff review and approval if they request additions to the building structure and/or site improvements.

Items for Boards consideration:

- Proposal is for a Rezone from General Business Zone (CB-2) to General Commercial Zoning District (C-3) to allow for a marijuana dispensary on 3.3± acre.
- The proposal has a companion application for a Special Use Permit to operate 'Nirvana Center', a marijuana dispensary.
- The property is developed and has legal access.
- No letters of concern have been received for the Rezone proposal.

Commission Recommendation:

At the Dec 19th Planning and Zoning meeting, the Commission recommended conditional approval on an 8 to 0 vote, for a rezone to the Board of Supervisors. Stipulations for approval with 13 stipulations are provided below:

PZ-022-24 Stipulations:

1. Approval of this zone change (**PZ-022-24**) will require, at the time of application for development, that the applicant/owner submit and secure from the applicable and appropriate Federal, State, County and Local regulatory agencies, all required applications, plans, permits, supporting documentation and approvals;
2. The applicant/property owner shall meet the requirements of the International Fire Code, as adopted by Pinal County and administered by the Pinal County Building Safety Division;
3. The applicant is responsible for complying with all requirements/licenses for Medical Marijuana dispensary as required by DHS regulations prior to the commencement of business operations;
4. All proposed outdoor lighting must conform to the Lighting Zone 3 requirements of the Pinal County

DEVELOPMENT SERVICES
COMMUNITY DEVELOPMENT -Planning Division

85 N Florence Street, First Floor, PO Box 749, Florence, AZ 85132 T 520-866-6442 FREE 888-431-1311 F 520-866-6530
www.pinalcountyz.gov

Development Services Code;

5. Dust registration is required if 0.1 acres or more land is disturbed;
6. All construction activity must conform to the earthmoving activity requirements of the Pinal County Air Quality Control District;
7. A drainage report will be required to be submitted to the County Engineer at the time of Site Plan submittal for review and approval. The drainage report shall include a drainage plan that complies with the current Pinal County Drainage Manual and shall be approved prior to the Site Plan approval. The approved Drainage Report and drainage plan shall include provisions to accommodate offsite runoff and shall provide retention for storm waters in an onsite retention/common retention area or as approved by the County Engineer;
8. A Traffic Impact Analysis (TIA) or Traffic Impact Statement (TIS) will be required to be submitted to the County Engineer at the time of Tentative Plat or Site Plan submittal for review and approval. All peripheral road and infrastructure improvements shall be per the approved Traffic Impact Analysis to mitigate impacts on all surrounding roadways to be completed at the developer's cost. These may include construction of acceleration/deceleration lanes, left turn pockets, traffic signals or other public improvements as approved by the County Engineer. The TIA shall be in accordance with the current Pinal County TIA Guidelines and Procedures and shall be approved prior to the Tentative Plat approval;
9. Any additional right-of-way dedications needed for any required infrastructure improvements (as identified in the approved Traffic Impact Analysis) for any roadways shall be the responsibility of the applicant. All roadway and infrastructure improvements shall be in accordance with the current Pinal County Subdivision Standards or as approved by the County Engineer;
10. All right-of-way dedication shall be free and unencumbered;
11. Any roadway sections, alignments, access locations, and access movements shown in the rezoning application are conceptual only and have not been approved by the Pinal County Engineer;
12. Drainage/irrigation canals/ditches in project-dedicated Right of Way, will be required to be under grounded prior to dedication; and
13. If offsite improvements are required to be completed by the project per the Traffic or Drainage report, an offsite plan for the improvement is required with the first submittal of the site plans.

Date Prepared: 1/21/25 SD

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

PINAL COUNTY PLANNING AND ZONING COMMISSION
(PO NUMBER 252269)

Regular Meeting
9:00 a.m.
Thursday, December 19, 2024

Pinal County Administrative Complex
Emergency Operations Center
85 North Florence Street, Florence, Arizona

INDEX:

CALL TO ORDER & ROLL CALL: pp. 1-2

PLANNING MANAGER REPORT: pp. 2-8

NEW CASES:

- PZ-022-24 & SUP-009-24 - pp. 8-18
- PZ-PA-016-23, PZ-054-23 & PZ-PD-024-23 - pp. 18-48

CALL TO THE COMMISSION - pp. 48-50

ADJOURNMENT: pp. 50-51

TRANSCRIPTION PROVIDED BY

Julie A. Fish
Quick Response Transcription Services
829 East Windsor Avenue
Phoenix, Arizona 85006
602-561-2283

ORIGINAL PREPARED FOR:
PINAL COUNTY, ARIZONA

1 MENNENGA: Oh, right.

2 KLOB: It's the gift that keeps on giving.

3 MENNENGA: Yeah. Obviously. No doubt.

4 BILLINGSLEY: The zoning code is the gift that keeps
5 on giving.

6 MENNENGA: Well, I saw last month or so of somebody
7 had a really nice black shirt with Pinal County, I thought
8 boy, that would be a nice Christmas. All right, so let's get
9 started. All right, first case, PZ-022-24. Sangeeta.
10 Commissioner Del Cotto.

11 DEL COTTO: Chair, if I could, I'd like to recuse
12 myself and step down off of the Commission.

13 MENNENGA: Please do. All right, thank you. Okay.

14 DEOKAR: Thank you Chairman, Vice Chair and
15 Commission Members. Sangeeta Deokar, Senior Planner, Planning
16 Division, presenting the two cases. It's a rezone and a
17 special use permit. It's going hand in hand, the rezone and
18 the special use permit, which is PZ-022-24 and SUP-009-24, the
19 Nirvana Center medical marijuana dispensary. The proposal, as
20 I said, it goes hand in hand. It's a rezone from General
21 Business zone, that is CB-2 which is existing, to the C-3
22 Commercial zoning district. And along with that is the
23 special use permit request to operate the marijuana
24 dispensary. The size for this proposal is 3.3 acres.
25 Location is south along West Papago Road, east of North White

1 Road in Maricopa in the unincorporated Pinal County. We have
2 Michelle Green from Lazarus Silvyn, and who's representing the
3 owner, Del Cotto, Papago Properties LLC. This is the County
4 map showing the location. One can see that it is in the
5 Maricopa area, and to the west side of the County shown with a
6 red star. The vicinity map, showing again the location and
7 the surrounding land uses. One can see that it's CR-3 on the
8 north side. We have SR to the south, however, this property
9 is part of CB-2 zoning. There are a couple of properties
10 along that junction with the CB-2 zoning. And further zooming
11 into this, the aerial map showing the already developed site
12 which has the commercial center developed, and when I show you
13 on the next slide, this is what I was referring to in terms of
14 zoning, that it is part of the CB-2 zoning. South is SR, the
15 Suburban Ranch zone, and to the north of Papago Road is the
16 CR-3 zoning. This is the site plan of the Nirvana Center,
17 which is requesting the rezone and the special use permit.
18 One can see that this is an existing site, a developed site,
19 with access from the Papago Road on the north, showing the
20 main access. The existing commercial center, which is
21 permitted in 1988. There are existing 64 parking spots, along
22 with the ADA parking. Existing trash enclosure to the west
23 side of this building, there's partial fencing on the property
24 to the west and to the south, and the portion that has been
25 marked with a yellow is the portion of suites, 4A and 4B, that

1 would be requesting housing for the new Nirvana dispensary.
2 One can also see that to the east side of this property is the
3 Dollar General, and to the west side is the convenience store
4 which is already operational. Some photos to the north,
5 that's the Papago Road and the access into the complex. To
6 the south into the property, and one can see that the
7 convenience store, the dollar store, is to the left of this
8 image. And to the right is the convenience store. You can
9 see the site posting. Looking east. And west. Some items
10 for the Commission's consideration. The parcel was zoned CB-
11 2, and the commercial building was permitted a long time back,
12 in 1988. Marijuana dispensaries was interpreted as allowed
13 use under the CB-2 zone with a special use permit. A
14 Ponderosa Releaf dispensary was operational and was operating
15 under the SUP-001-15 and SUP-011-16. Both of them expired
16 within those two years when they were issued, and they moved
17 to a new location and leaving this areas of 4A and 4B, the
18 suites, empty and leaving people who were depending on the
19 dispensary, you know, having no access, actually. The code
20 update in 2012 allowed marijuana dispensaries only in C-3
21 zoning with the special use permit, and that left the current
22 CB-2 zoning kind of incompatible with the use that is
23 requested by the applicant. Therefore, the applicant is
24 requesting C-3 zoning per code requirements, along with a
25 special use permit to allow the new Nirvana Center in the same

1 location where the prior dispensary was. We have received no
2 letters of opposition. And as stated in the staff reports,
3 the PZ-022-24 has 15 stipulations, and the SUP-009 has 24
4 stipulation - sorry, 17 stipulations. There was a request by
5 the applicant to eliminate or remove two stipulations since
6 the site is already developed, which is, I can share with you.
7 For the first case, which is the rezone - and I'm going to
8 pull up those stipulations on the screen for your reference.
9 Stipulation number 7, which is basically talking about the
10 right-of-way dedications, and stipulation number 10, that is
11 access road - two permanent access points to be removed. This
12 has been discussed with the applicant and with Public Works
13 relating to removal of this. The County Engineer has agreed
14 since the site is developed. So that's the request from the
15 applicant for this case, and I would move forward with
16 stipulations for the SUP. And it is the same stipulations
17 that is being requested to be removed. In this case, the
18 stipulations would be number 9 and number 12. And those are
19 the same ones as the rezone, which is the access points, that
20 is two permanent access points, and the right-of-way
21 dedication. I'm open for any questions. We also have a small
22 presentation from the applicant and -

23 MENNENGA: Any questions? Commissioner Mooney.

24 MOONEY: Changing from CB-2 to C-3, the two
25 stipulations that they wanted removed, how does that affect

1 changing? I understand it's an existing location, but now
2 changing the zoning.

3 DEOKAR: Yes, this has been discussed with the
4 County Engineer and the County Engineer agrees that those
5 actually may not be valid in the sense, because of the
6 operations of the commercial center already being there with
7 the requirements for development, whether it is retention,
8 access and all of that has been already taken care of.

9 MOONEY: Okay, thank you.

10 MENNENGA: Any other questions?

11 KLOB: Through the Chair.

12 MENNENGA: Commissioner Klob.

13 KLOB: Sangeeta, thank you for your presentation.
14 Question that I have is, so this project was - the zoning
15 change on this in what, was it 2012.

16 DEOKAR: 2012, yes.

17 KLOB: And we're getting ready to have another major
18 comprehensive zoning change. My concern is, for this, you
19 know, for the applicant and the user, as the zoning changes to
20 our, you know, hopefully our new zoning here next year, is
21 this - are they going have to come back again when the SUP
22 comes up to rezone yet again to meet our new, or is everything
23 going to fall in line directly with the new zoning, provided
24 it's approved?

25 BILLINGSLEY: Absolutely fantastic question. The

1 beautiful thing -

2 KLOB: And it's a question that I think we're going
3 to be asking a lot here in the next several months.

4 BILLINGSLEY: Sure. The beautiful thing about our
5 zoning code update is it eliminates the old zoning categories
6 and goes with the 2012 categories. So they're going to be
7 good. It's consistent, C-3 is consistent from the 2012 update
8 to the current update, they're good to go.

9 KLOB: I just wanted to make sure that they wouldn't
10 have to go through this process yet again, they've already
11 kind of - you know, they didn't do anything wrong, it's just
12 we changed. So thank you.

13 MENNENGA: Okay, any other questions? Okay, the
14 applicant, please.

15 LAZARUS: For the record, my name is Larry Lazarus.
16 My office is in Phoenix, Arizona, 206 East Virginia in
17 Phoenix. I'll try not to be too repetitious. I think we do
18 have some slides that we were going to show as well, if you
19 want to bring those up. Thank you. So obviously it's an
20 application not only to rezone, but also the special use
21 permit for this Ponderosa Leaf dispensary. Nirvana Centers is
22 a multi-state cannabis company. They have nine dispensaries
23 in Arizona, 14 in the State of Michigan, one in Maryland and
24 one in New Mexico. They've been in business since 2011. With
25 me today is Michelle Green, who is my senior land use planner,

1 who has been doing a lot of legwork on this particular case
2 with the staff. Property is located, as you indicated, 49237
3 West Papago. The next slide, please.

4 ??: (Inaudible).

5 LAZARUS: I am? Oh, look at this. You're asking me
6 to multitask now? Okay. I'm not good at - my wife tells me
7 I'm not good at that. The property is located on the south
8 side of Papago Road between White and Salmonson Roads. The
9 Dollar General store is to the east, Farmers Restaurant and
10 Convenience store is to the west, and the residential property
11 to the south, and farming to the north. Originally when we
12 filed our application for the special use permit in November
13 of 2023, we held a neighborhood meeting at the dispensary on
14 February 24th. We had five attendees, all five supported the
15 application. When we filed the formal application, we found
16 out that there was an issue, as was noted, between the zoning
17 that we had before and the zoning that we had now, and so it
18 is not allowed any longer in CB-2 zoning, and we had to go to
19 CB-3. So the County indicated that previously we had two zone
20 - even though we had two zoning permits for the dispensary
21 under our CB-2 zoning, that change of zoning created this
22 situation. We went ahead and we reapplied for the zoning,
23 rezoning and the permit. The next slide actually - I'm moving
24 through a lot of this, so you know, I don't want to be
25 repetitious if I can get this thing going. I told you I

1 couldn't multi-task. This slide shows the zoning surrounding
2 the property. Light purple color is commercially-zoned
3 property. The Dollar General store, as I said, is immediately
4 to the east, to the west, and along Papago Road. The property
5 in the blue is zoned Suburban Ranch, and then you've got
6 agriculture and residential uses to the north of the property.
7 This slide shows the actual site plan. We are not proposing
8 to change anything to this site as it exists. As you can see,
9 the commercial building here with the entrance from Papago
10 Road and the parking along the front of the building. We are
11 only changing the internal use of the building. There's 64
12 parking spaces, we only need six according to the ordinance.
13 The dispensary is planned in the same location as previous,
14 except there's a slight deviation, and then we're adding a
15 couple more square foot in a reptile store that was within
16 that particular internal configuration. We had no opposition.
17 As I said, the neighborhood meeting on February 21st there were
18 five attendees, all supported it. The second neighborhood
19 meeting for the rezoning was held on September 11th after we
20 had to rezone the property. Again, five people showed up,
21 different five people, and all of them were supporting it.
22 Many of them indicated that they were appreciative because
23 they had lost the prior dispensary and it was many, many miles
24 away from where they could access another one. We talked
25 about the standard stipulations. We'd like to recommend, and

1 we're asking as has been stated, to remove stipulation number
2 7 because the requirement for dedication right-of-way should
3 not be imposed on a site plan that already exists. And
4 stipulation number 10, two access points. As you can see, the
5 property's long and narrow, with one access point exists today
6 and has existed for years. A stipulation we don't think would
7 be appropriate, and I think staff agrees with us. With that -
8 and by the way, the two stipulations on the special use permit
9 are the same as the one on the zoning that we're asking, for
10 the same reasons. I'd be happy to answer any questions that
11 you have. I moved through this very quickly because staff did
12 such a great job in presenting our case.

13 MENNENGA: Any questions? Okay. Thank you.

14 LAZARUS: Thank you very much.

15 MENNENGA: Coming back to the - or any questions for
16 staff after that? So moving back to the Commission, looks
17 pretty straightforward. So we do need to have a public
18 hearing. So at this point, let's open up the public hearing
19 for case PZ-022-24 and case SUP-009-24. Anyone want to speak
20 to these two issues? Anyone at all? Okay, with that, we're
21 going to close the public hearing on PZ-022-24 and case SUP-
22 009-24, and come back to the Commission. What's your
23 pleasure? Is there a motion?

24 MOONEY: If I may.

25 MENNENGA: Commissioner Mooney.

1 MOONEY: I move the Pinal County Planning and Zoning
2 Commission forward a recommendation of conditional approval to
3 the Board of Supervisors with 13 stipulations, removing
4 stipulation number 10 and - excuse me, number 7 and number 10.

5 MENNENGA: Second?

6 KLOB: I'll second.

7 MENNENGA: All right, got a motion and a second,
8 everyone in favor?

9 COLLECTIVE: Aye.

10 MENNENGA: Any opposed? No opposed. Okay, there
11 are two cases here, so we need to move on to the next one,
12 SUP-009-24. Commissioner Mooney?

13 MOONEY: I gotta get to the page, sorry.

14 MENNENGA: Do me a - mention the case number on your
15 motion, okay?

16 MOONEY: Oh, I didn't do that? I'm so sorry.

17 MENNENGA: That's okay.

18 MOONEY: Sorry, I'm just getting to the page. I
19 can't jump to it. I move the Pinal County Planning and Zoning
20 Commission forward a recommendation of conditional approval to
21 the Board of Supervisors for SUP-009-24 with 15 stipulations,
22 again removing stipulation number 7 and number 10.

23 BILLINGSLEY: Commissioner Mooney, on this
24 particular item, I believe the request for removal were
25 stipulation number 9 and stipulation number 12. They're not

1 the same numbers as the previous -

2 MOONEY: I'm sorry, he said - the gentlemen said
3 that. Number 9 and number 12.

4 MENNENGA: Okay, I have a motion, a second?

5 KLOB: I'll second.

6 MENNENGA: Second. (Inaudible) public hearing, so
7 yeah. All in favor?

8 COLLECTIVE: Aye.

9 MENNENGA: Any opposed? Both pass unanimously.

10 DEOKAR: Thank you.

11 MENNENGA: Good, no problem. Okay, case PZ-PA-016-
12 23.

13 GAREY: Chairman Mennenga, if I may. Good morning,
14 Daron Garey, County Attorney's Office. I believe the next
15 three matters - and staff can correct me if I'm wrong - are
16 being heard together, and if that's the case, my
17 recommendation would be that the Chair call all three cases by
18 case number and name of the applicant prior to beginning, so
19 that way we know all three cases are being called.

20 MENNENGA: As far as a public hearing part?

21 GAREY: I would - well that's important too, and I
22 noticed the Chair, you did that prior to - make it clear that
23 the public knows that they're commenting on all. But just for
24 the record, to keep the record clear, if you would call all
25 three matters, that way we know they're all being opened up

EXHIBIT "A"
TO
RESOLUTION NO. 2025-SUP-009-24
[Legal Description of the Property]

PARCEL NO

APN # 510-64-005

Lot 93 of Papago Buttes Rancho Unit Two, according to the map of record in the office of the County Recorder of Pinal County, Arizona in Book 18 of Maps and Plats at Page 27.

EXHIBIT B

PZ-022-24 STIPULATIONS:

1. Approval of this zone change (**PZ-022-24**) will require, at the time of application for development, that the applicant/owner submit and secure from the applicable and appropriate Federal, State, County and Local regulatory agencies, all required applications, plans, permits, supporting documentation and approvals;
2. The applicant/property owner shall meet the requirements of the International Fire Code, as adopted by Pinal County and administered by the Pinal County Building Safety Division;
3. The applicant is responsible for complying with all requirements/licenses for Medical Marijuana dispensary as required by DHS regulations prior to the commencement of business operations;
4. All proposed outdoor lighting must conform to the Lighting Zone 3 requirements of the Pinal County Development Services Code;
5. Dust registration is required if 0.1 acres or more land is disturbed;
6. All construction activity must conform to the earthmoving activity requirements of the Pinal County Air Quality Control District;
7. A drainage report will be required to be submitted to the County Engineer at the time of Site Plan submittal for review and approval. The drainage report shall include a drainage plan that complies with the current Pinal County Drainage Manual and shall be approved prior to the Site Plan approval. The approved Drainage Report and drainage plan shall include provisions to accommodate offsite runoff and shall provide retention for storm waters in an onsite retention/common retention area or as approved by the County Engineer;
8. A Traffic Impact Analysis (TIA) or Traffic Impact Statement (TIS) will be required to be submitted to the County Engineer at the time of Tentative Plat or Site Plan submittal for review and approval. All peripheral road and infrastructure improvements shall be per the approved Traffic Impact Analysis to mitigate impacts on all surrounding roadways to be completed at the developer's cost. These may include construction of acceleration/deceleration lanes, left turn pockets, traffic signals or other public improvements as approved by the County Engineer. The TIA shall be in accordance with the current Pinal County TIA Guidelines and Procedures and shall be approved prior to the Tentative Plat approval;
9. Any additional right-of-way dedications needed for any required infrastructure improvements (as identified in the approved Traffic Impact Analysis) for any roadways shall be the responsibility of the applicant. All roadway and infrastructure improvements shall be in accordance with the current Pinal County Subdivision Standards or as approved by the County Engineer;

10. All right-of-way dedication shall be free and unencumbered;
11. Any roadway sections, alignments, access locations, and access movements shown in the rezoning application are conceptual only and have not been approved by the Pinal County Engineer;
12. Drainage/irrigation canals/ditches in project-dedicated Right of Way, will be required to be under grounded prior to dedication; and
13. If offsite improvements are required to be completed by the project per the Traffic or Drainage report, an offsite plan for the improvement is required with the first submittal of the site plans.

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Rachel Cozart, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Pinal Central Dispatch, a newspaper published at Casa Grande, Pinal County, Arizona, Thursday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for 1 issues. The publications thereof having been on the following dates:

PUBLICATION DATES:

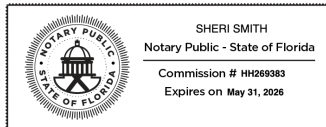
Jan. 9, 2025

NOTICE ID: TgRrt8s1Y5QJpdn3dRRP

NOTICE NAME: PZ-022-24

Rachel Cozart

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 01/10/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY BOARD OF SUPERVISORS AT 9:30 A.M.ON THE 5th DAY OF FEBRUARY, 2025, AT THE PINAL COUNTY ADMINISTRATIVE COMPLEX, IN THE BOARD OF SUPERVISORS HEARING ROOM, 135 N. PINAL STREET, ARIZONA, TO CONSIDER THE APPLICATION FOR A REZONING APPLICATION IN AN UNINCORPORATED AREA OF PINAL COUNTY, ARIZONA: PZ-022-24-PUBLIC HEARING/ ACTION: Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, P.C., applicant requesting approval of the rezoning of 3.3+ acres from General Business Zone (GB-2) Zone to Commercial Zoning District (C-3) to allow for a marijuana dispensary, situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal county. ALL PERSONS INTERESTED IN THIS MATTER MAY APPEAR AND SPEAK AT THE PUBLIC HEARING AT THE DATE, TIME AND PLACE DESIGNATED ABOVE. DOCUMENTS PERTAINING TO THIS CASE CAN BE FOUND ON THE NOTICE OF HEARING PAGE FOR THE P&Z COMMISSION AT: DATED on the 26th day of December, 2024, Pinal County Planning & Development Dept. <https://www.pinal.gov/236/Notice-of-Hearings> TO QUALIFY FOR FURTHER NOTIFICATION IN THIS LAND USE MATTER YOU MUST FILE WITH THE PLANNING DEPARTMENT A WRITTEN STATEMENT OF SUPPORT OR OPPOSITION TO THE SUBJECT APPLICATION. YOUR STATEMENT MUST CONTAIN THE FOLLOWING INFORMATION:
1) Planning Case Number (see above)
2) Your name, address, telephone number, and property tax parcel number (Print or type)
3) A brief statement of reasons for supporting or opposing the request
4) Whether or not you wish to appear and be heard at the hearing
PROTESTS TO THE REZONING AND/OR PAD OVERLAY ZONE BY 20% OF THE PROPERTY OWNERS BY AREA AND NUMBER WITHIN 300 FEET OF THE PROPERTY PROPOSED FOR REZONING, WILL REQUIRE AN AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL MEMBERS OF THE BOARD OF SUPERVISORS FOR APPROVAL. WRITTEN STATEMENTS MUST BE FILED WITH: PINAL COUNTY COMMUNITY DEVELOPMENT

DEPARTMENT, PO BOX 749,
FLORENCE, AZ 85132
Contact for this matter: Sangeeta
Deokar, Senior Planner,
E-mail Address: Sangeeta.
deokar@pinal.gov
Phone # (520) 866-6641
No. of publications: 1: date of
publication: Jan 09, 2025

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY BOARD OF SUPERVISORS AT 9:30 A.M.ON THE **5th DAY OF FEBRUARY, 2025**, AT THE PINAL COUNTY ADMINISTRATIVE COMPLEX, IN THE BOARD OF SUPERVISORS HEARING ROOM, 135 N. PINAL STREET, ARIZONA, TO CONSIDER THE APPLICATION FOR **A REZONING APPLICATION** IN AN UNINCORPORATED AREA OF PINAL COUNTY, ARIZONA:

PZ-022-24-PUBLIC HEARING/ACTION: Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, P.C., applicant requesting approval of the rezoning of 3.3± acres from **General Business Zone (CB-2) Zone** to **Commercial Zoning District (C-3)** to allow for a marijuana dispensary, situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal county.

ALL PERSONS INTERESTED IN THIS MATTER MAY APPEAR AND SPEAK AT THE PUBLIC HEARING AT THE DATE, TIME AND PLACE DESIGNATED ABOVE. DOCUMENTS PERTAINING TO THIS CASE CAN BE FOUND ON THE NOTICE OF HEARING PAGE FOR THE P&Z COMMISSION AT:

DATED on the 26th day of December, 2024, Pinal County Planning & Development Dept.

<https://www.pinal.gov/236/Notice-of-Hearings>

TO QUALIFY FOR FURTHER NOTIFICATION IN THIS LAND USE MATTER YOU MUST FILE WITH THE PLANNING DEPARTMENT A WRITTEN STATEMENT OF SUPPORT OR OPPOSITION TO THE SUBJECT APPLICATION. YOUR STATEMENT **MUST** CONTAIN THE FOLLOWING INFORMATION:

- 1) Planning Case Number (see above)
- 2) Your name, address, telephone number, and property tax parcel number (**Print or type**)
- 3) A brief statement of reasons for supporting or opposing the request
- 4) Whether or not you wish to appear and be heard at the hearing

PROTESTS TO THE REZONING AND/OR PAD OVERLAY ZONE BY 20% OF THE PROPERTY OWNERS BY AREA AND NUMBER WITHIN 300 FEET OF THE PROPERTY PROPOSED FOR REZONING, WILL REQUIRE AN AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL MEMBERS OF THE BOARD OF SUPERVISORS FOR APPROVAL.

WRITTEN STATEMENTS MUST BE FILED WITH: PINAL COUNTY COMMUNITY DEVELOPMENT DEPARTMENT, PO BOX 749, FLORENCE, AZ 85132

Contact for this matter: Sangeeta Deokar, Senior Planner,
E-mail Address: Sangeeta.deokar@pinal.gov
Phone # (520) 866-6641

PUBLISHED ONCE:

Pinal Central Dispatch

MEETING DATE: DECEMBER 19, 2024

TO: PLANNING AND ZONING COMMISSION

CASE NO.: **PZ-022-24 NIRVANA CENTER REZONE**

CASE COORDINATOR: SANGEETA DEOKAR, SENIOR PLANNER

Executive Summary:

Larry Lazarus, Lazarus & Silvyn, P.C., applicant, on behalf of Rand Del Cotto, Papago Properties LLC, owner, is requesting approval of a rezoning from General Business Zone (CB-2) to General Commercial Zoning District (C-3) to allow for a marijuana dispensary on 3.3± acres of land, generally located east of N. White Road and south along W Papago Road in Maricopa, unincorporated area of Pinal County.

If This Request is Approved:

The applicant will proceed to submission of a site plan for staff review and approval if they request additions to the Building structure and/or site improvements.

LEGAL DESCRIPTION: A portion of Section 19, Township 05 South, Range 03 East of G&SRB&M, more specifically Lot 93 of Papago Buttes Rancho Unit Two, in Book 18 of Maps and Plats at Page 27, generally located east of N White Road and south along W Papago Road in Maricopa, unincorporated area of Pinal County.

REQUESTED ACTION & PURPOSE:

PZ-022-24 – PUBLIC HEARING/ACTION: Larry Lazarus, Lazarus & Silvyn, P.C., applicant, on behalf of Rand Del Cotto, Papago Properties LLC, owner, is requesting approval of the rezoning of 3.3± acres from **General Business Zoning District (CB-2)** to **Commercial Zoning District (C-3)** to allow for a marijuana dispensary, situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona and more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005, generally located east of N. White Road, and south along W Papago Road in Maricopa, unincorporated Pinal county.

LOCATION:

The subject site is located east of N White Road, and south along W Papago Road in Maricopa, approximately three miles west of Highway 347, in an unincorporated area of Pinal County.

SIZE:

3.3± acres

COMPREHENSIVE PLAN:

The existing Comprehensive Plan land use designation for the property is Moderate Low Density (1 to 3.5 du/ac).

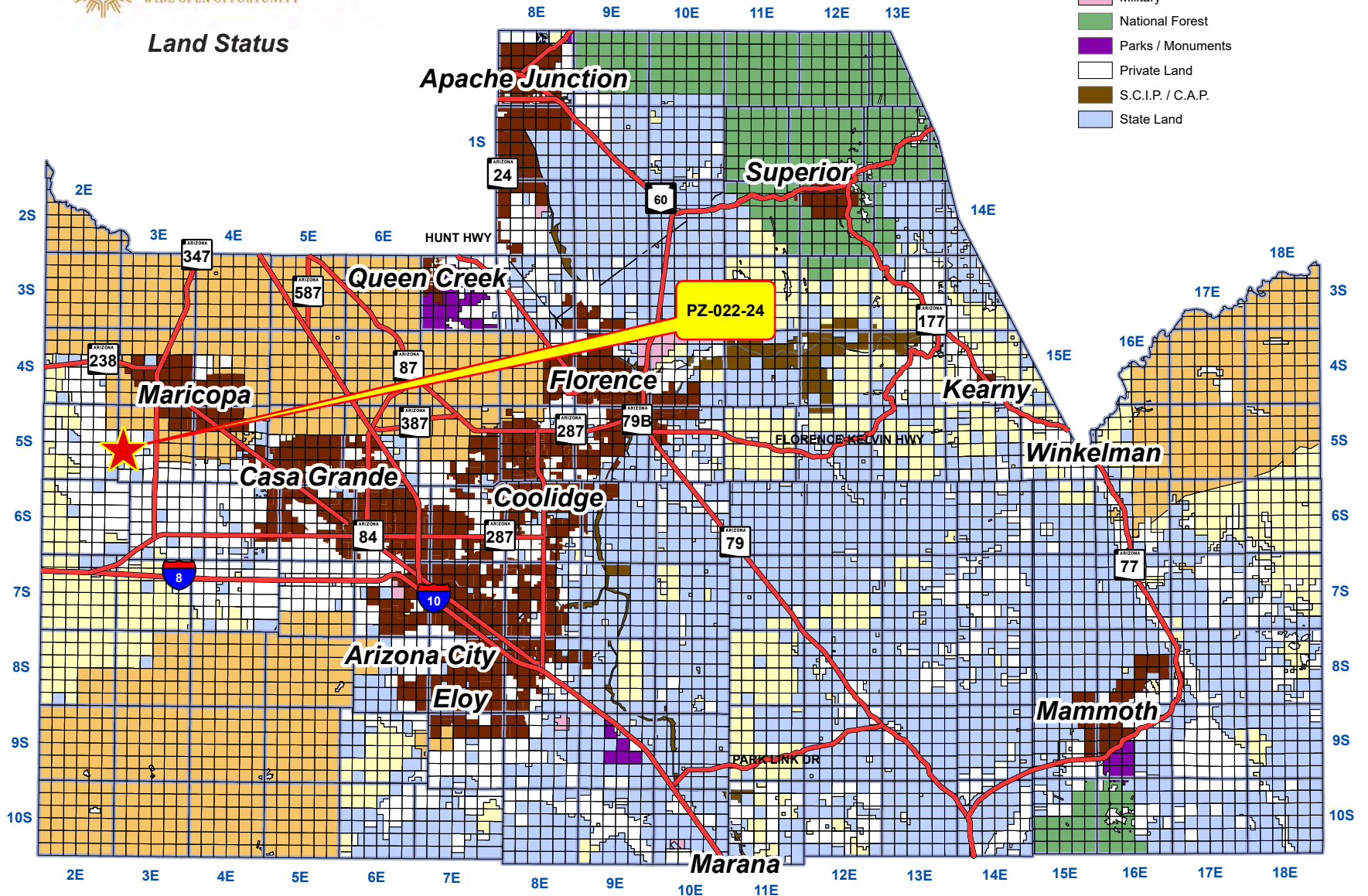


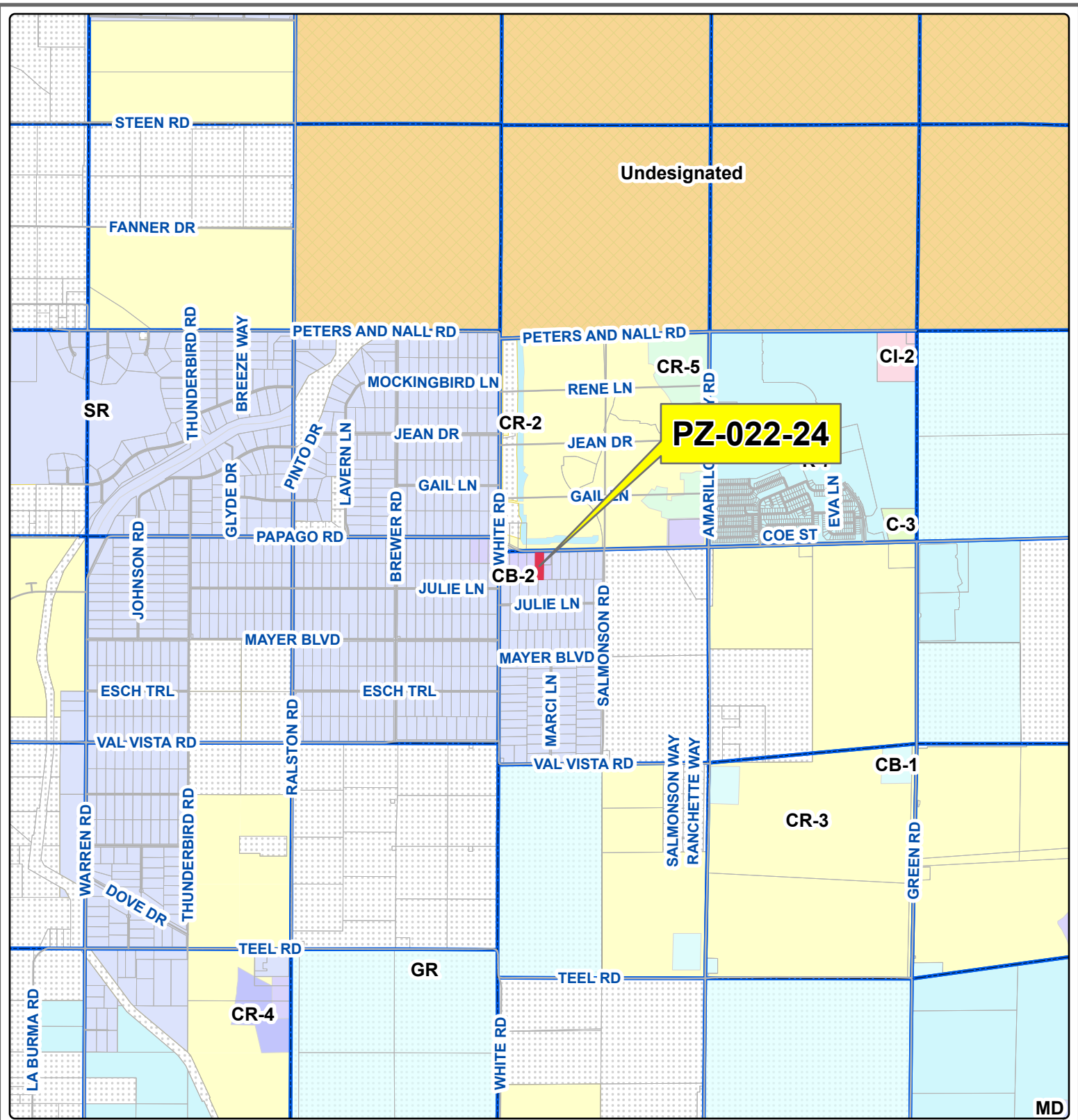
PINAL COUNTY
WIDE OPEN OPPORTUNITY

Land Status

Legend

- B.L.M.
- Indian Community
- Military
- National Forest
- Parks / Monuments
- Private Land
- S.C.I.P. / C.A.P.
- State Land






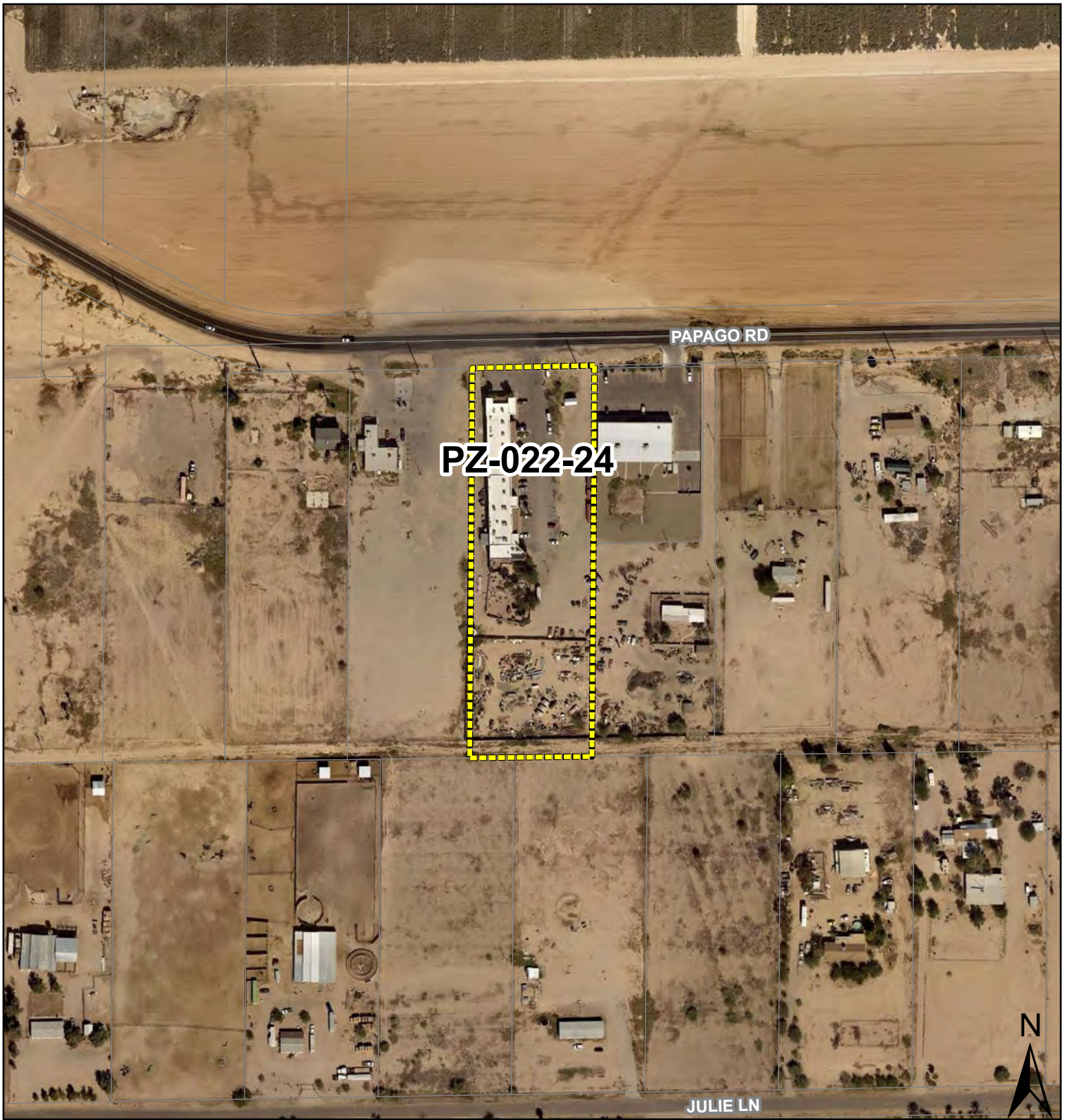
Community Development



Legal Description: Situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal County.

Page 342
SEC 19, TWN 05S, RNG 03E

 Sheet No. 1 of 1	Owner/Applicant: RAND DEL COTTO, PAPAGO PROPERTIES LLC		
	Drawn By: GIS / IT / RWH	Date: 11/12/2024	
	Section 19	Township 05S	Range 03E
	Case Number: PZ-022-24		

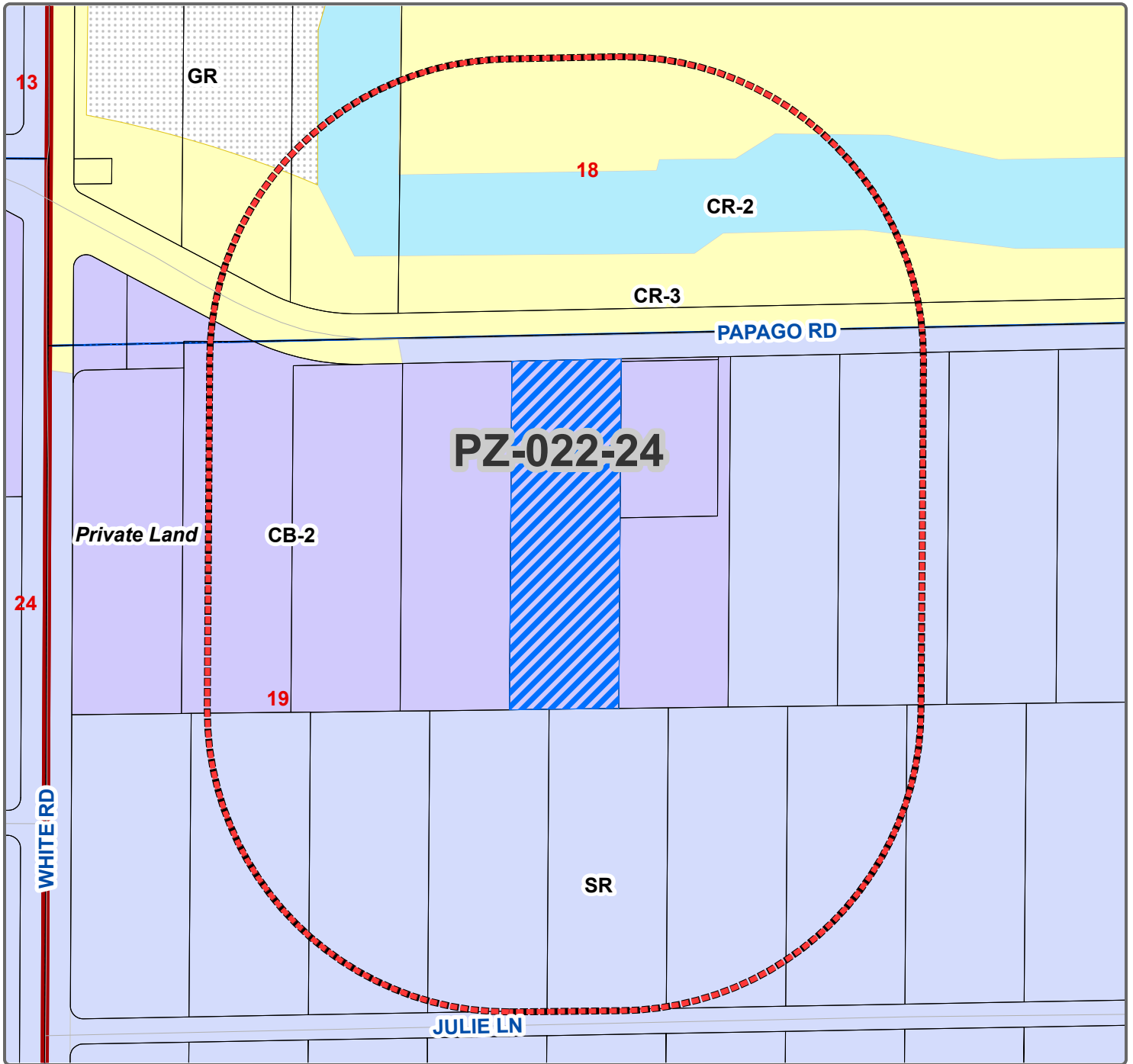


Community Development



PINAL COUNTY
WIDE OPEN OPPORTUNITY

PZ-022-24



Community Development

PZ-022-24-PUBLIC HEARING/ACTION: Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, P.C., applicant requesting approval of the rezoning of 3.3± acres from General Business Zone (CB-2) Zone to Commercial Zoning District (C-3) to allow for a marijuana dispensary, situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal County.

Current Zoning: CB-2

Requested Zoning: Rezone

Current Land Use: MLDR

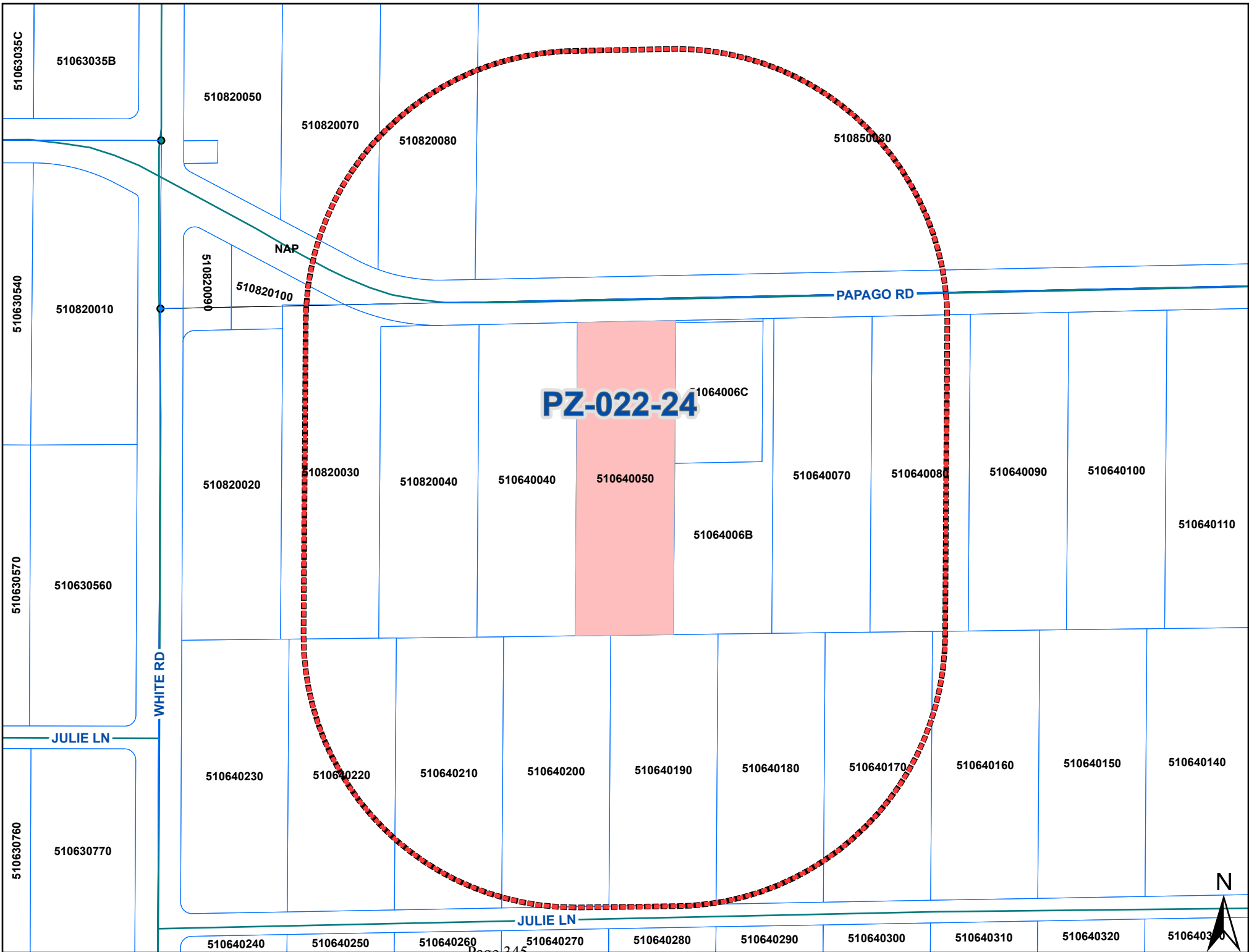


Legal Description:
 Situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal county.
 SEC 19, TWN 05S, RNG 03E



Owner/Applicant: RAND DEL COTTO, PAPAGO PROPERTIES LLC		
Drawn By: GIS / IT / RWH	Date: 11/12/2024	
Section 19	Township 05S	Range 03E
Case Number: PZ-022-24		

Sheet No. 1 of 1



EXISTING ZONING AND LAND USE:

The subject parcels are currently zoned General Business District (CB-2) under the zoning case PZ-430-74. Properties to the north and south are residential. This parcel is developed with a commercial retail center.

SURROUNDING ZONING AND LAND USE:

- North: Single Residence Zone (CR-3) – Developed.
- South: Suburban Ranch Zone (SR) – Developed.
- East: General Business Zone (CB-2) - Developed.
- West: General Business Zone (CB-2) - Developed.

PUBLIC PARTICIPATION:

- Neighborhood Meeting: September 11, 2024
- Agency Mail out: Nov 26, 2024
- Property mail out: Nov 25, 2024
- Newspaper Advertising: Nov 21, 2024
- Site Posting: Nov 25, 2024

FINDINGS/SITE DATA:

Flood Zone: The project site is In Flood Zone X, Area of Minimal Flood Hazard.

Access: The subject parcel has legal access along W Papago Road in Maricopa.

History:

Zoning:

The subject site is currently zoned CB-2. The parcel was rezoned under case PZ-430-74 from GR to CB-2 and was developed with a commercial retail center. The building was permitted in 1988. This structure had suites that housed multiple businesses. Marijuana dispensaries were interpreted as an allowed use in the CB-2 District with a special use permit. Ponderosa Releaf marijuana dispensary was one of the commercial uses in suite 4A and 4B of the retail structure. With change in development code in 2012, medical marijuana dispensaries was a permitted use only in the General Commercial Zoning District (C-3) with a special use permit. Ponderosa Releaf discontinued the business sometime in 2019 leaving customers with no access to medical marijuana in the vicinity. Suite4A and 4B have remained vacant since then.

Parcel/Use:

The subject parcel has been developed since 1988. This proposed use of Marijuana dispensary is similar to the prior use and would be considered a general commercial development under a new establishment.

ANALYSIS:

Rezoning

The owner of the facility wishes to rezone 3.3± acres from CB-2 (General Business Zone) to C-3 (General Commercial Zoning District) along with a Special Use permit for continued use of a marijuana dispensary under a new establishment referred as ‘Nirvana Center’.

The property has direct access along W. Papago Road and can serve local residents in both unincorporated Pinal County areas and the City of Maricopa. The commercial building was permitted in 1988 and has been used for different commercial uses since that time. If approved, the marijuana facility will continue to serve Pinal County residents as it has been historically under the new zoning. As the site is developed, minimal improvements may be required for the site. There are currently 64 parking stalls that include the ADA parking. In addition, the site has room for overflow parking at the south side of the parcel. The parcel has fencing around the east, west and south edge of the property.

A Special Use Permit has concurrently been applied along with the rezone application by the applicant as required by the Pinal County development services code.

Comprehensive Plan

The Pinal County Comprehensive Plan land use designation for the property is Moderate Low Density (1 - 3.5du/ac). Commercial uses up to 25 acres are allowed in any land use without a change in the comprehensive plan land use map and the proposed use is compatible with surrounding land uses.

Comments

To date, the County has received no correspondence from any adjacent property owner expressing concerns for rezoning of the property.

According to the neighborhood meeting report, neighbors indicated support for the rezoning based on the continued need for marijuana medication by residents of the area.

The Pinal County Department of Public Works reviewed the proposal and had no comments.

The Pinal County Flood Control District - reviewed the proposal and had no comments.

Planning and Zoning Commission

At the public hearing, the Commission needs to be satisfied that the health, safety, and welfare of the County and adjacent properties will not be negatively impacted by this rezoning. Furthermore, the Commission must determine that this zone change will promote the orderly growth and economic development of the County, at this location and time, and this proposed development is compatible and consistent with the applicable goals and policies of the Pinal County Comprehensive Plan and proposed zoning district.

THE BURDEN OF PROOF IS UPON THE APPLICANT TO PROVIDE THE NECESSARY AND REQUIRED INFORMATION AT THE PUBLIC HEARING. THE APPLICANT NEEDS TO BE PREPARED TO ADDRESS AND MITIGATE, AS APPLICABLE, THE FOLLOWING ISSUES AND CONCERNS:

- A. LAND USE, PERIMETER WALLS, SIGNAGE, SETBACKS, INGRESS/EGRESS & LANDSCAPING
- B. PUBLIC SERVICES - SEWER, WATER, UTILITIES, DRAINAGE
- C. NEIGHBORHOOD IMPACT
- D. FLOOD CONTROL
- E. TRAFFIC IMPACT
- F. COMPATIBILITY/CONSISTENCY WITH PINAL COUNTY COMPREHENSIVE PLAN
- G. BENEFITS/DETRIMENTS TO PINAL COUNTY

STAFF SUMMARY:

Larry Lazarus, Lazarus & Silvyn, P.C., applicant, on behalf of Rand Del Cotto, Papago Properties LLC, owner, has submitted the proper application and evidence as required by the code. Staff provides the following findings of fact together with the information on Page 1 of this staff report:

- 1. This land use request is for a Rezoning.
- 2. To date, no letters of concern- have been received for the rezone proposal.
- 3. The property has legal access.
- 4. The subject property is located within the Moderate Low Density (1 to 3.5du/ac) land use designation and complies with the Comprehensive Plan requirements.
- 5. Granting of the rezoning will require, after the time of zoning approval, that the applicant/owner submit and secure from the applicable and appropriate Federal, State, County and Local regulatory agencies, all required applications, plans, permits, supporting documentation and approvals.

STAFF RECOMMENDATION (PZ-022-24): After a detailed review of the request, Pinal County Comprehensive Plan, and the Pinal County Development Services Code (PCDSC), and if the Planning and Zoning finds proper application and evidence, the Commission can recommend conditional approval of this request, subject to the stipulations listed in the recommended motion.

If the Commission cannot find for all of the factors listed above, then Commission can recommend that the Commission forward this case to the Board of Supervisors with a recommendation of denial.

STAFF RECOMMEND MOTION (PZ-022-24): *I move the Pinal County Planning and Zoning Commission forward a recommendation of **CONDITIONAL APPROVAL** to the Board of Supervisors with its 15 stipulations as listed in the staff report.*

1. Approval of this zone change (**PZ-022-24**) will require, at the time of application for development, that the applicant/owner submit and secure from the applicable and appropriate Federal, State, County and Local regulatory agencies, all required applications, plans, permits, supporting documentation and approvals;
2. The applicant/property owner shall meet the requirements of the International Fire Code, as adopted by Pinal County and administered by the Pinal County Building Safety Division;
3. The applicant is responsible for complying with all requirements/licenses for Medical Marijuana dispensary as required by DHS regulations prior to the commencement of business operations;
4. All proposed outdoor lighting must conform to the Lighting Zone 3 requirements of the Pinal County Development Services Code;
5. Dust registration is required if 0.1 acres or more land is disturbed;
6. All construction activity must conform to the earthmoving activity requirements of the Pinal County Air Quality Control District;
7. Papago Road is situated on a section line. According to the Subdivision & Infrastructure Design Manual (S&IDM), minor arterial half-street right-of-way widths, such as those found on section lines, must be minimum of 55' wide. Additional right-of-way (ROW) is required at this location to comply with the S&IDM. ROW of 50' currently exists; however, Pinal County is requesting the remaining 5' dedication free and unencumbered through Warranty Deed;
8. A drainage report will be required to be submitted to the County Engineer at the time of Site Plan submittal for review and approval. The drainage report shall include a drainage plan that complies with the current Pinal County Drainage Manual and shall be approved prior to the Site Plan approval. The approved Drainage Report and drainage plan shall include provisions to accommodate offsite runoff and shall provide retention for storm waters in an onsite retention/common retention area or as approved by the County Engineer;
9. A Traffic Impact Analysis (TIA) or Traffic Impact Statement (TIS) will be required to be submitted to the County Engineer at the time of Tentative Plat or Site Plan submittal for review and approval. All peripheral road and infrastructure improvements shall be per the approved Traffic Impact Analysis to mitigate impacts on all surrounding roadways to be completed at the developer's cost. These may include construction of acceleration/deceleration lanes, left turn pockets, traffic signals or other public improvements as approved by the County Engineer. The TIA shall be in accordance with the current Pinal County TIA Guidelines and Procedures and shall be approved prior to the Tentative Plat approval;

10. Paved, all weather, 28' wide public access shall be provided to and from the development. A minimum of two permanent access points to be provided for ingress and egress from the development to existing public roads. Approval of adequate access by the county engineer shall be a condition of approval of the plat by the board.
11. Any additional right-of-way dedications needed for any required infrastructure improvements (as identified in the approved Traffic Impact Analysis) for any roadways shall be the responsibility of the applicant. All roadway and infrastructure improvements shall be in accordance with the current Pinal County Subdivision Standards or as approved by the County Engineer.
12. All right-of-way dedication shall be free and unencumbered;
13. Any roadway sections, alignments, access locations, and access movements shown in the rezoning application are conceptual only and have not been approved by the Pinal County Engineer;
14. Drainage/irrigation canals/ditches in project-dedicated Right of Way, will be required to be undergrounded prior to dedication; and
15. If offsite improvements are required to be completed by the project per the Traffic or Drainage report, an offsite plan for the improvement is required with the first submittal of the site plans.

Date Prepared: 12/11/24 SD

Revised: 12/12/24 SD

Brent Billingsley
Community Development Associate Director

Todd Williams
Community Development Deputy Director

Celeste Garza
Public Works Deputy Director

Christopher Wanamaker
County Engineer



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

Joe Ortiz
Development Services
Managing Director

APPLICATION FOR CHANGE OF ZONING REGULATIONS IN AN UNINCORPORATED AREA OF
PINAL COUNTY, ARIZONA
(All Applications Must Be Typed or Written in Ink)

Formal Zoning Change & Property Information:

(feel free to include answers and to these questions in a Supplementary Narrative, when doing so write see narrative on the space provided)

1. Pinal County Staff Coordinator: Sangeeta Deokar
2. Date of Pre-application Review: 11/28 / 23 Pre-Application Review No.: Z-PA- 156 - 23
3. Current Zoning (Please provide Acreage Breakdown): CB-2 3.3 Acres
4. Requested Zoning (Please provide Acreage Breakdown): C-3 3.3 Acres
5. Parcel Number(s): 510640050
6. Parcel Size(s): 3.3 Acres
7. The existing use of the property is as follows: Retail Commercial Center
8. The exact use proposed under this request: Retail Commercial Center with Marijuana Dispensary
9. What is the Comprehensive Plan Designation for the subject property: Moderate Low Density which allows for commercial uses up to 25 acres.
10. Is the property located within three (3) miles of an incorporated community? YES NO
11. Is an annexation into a municipality currently in progress? YES NO
12. Is there a zoning violation on the property for which the owner has been cited? YES NO

If yes, zoning violation # _____

13. Discuss any recent changes in the area that would support your application i.e.: zone change(s), subdivision approval, Planned Area Development (PAD), utility or street improvements, adopted comprehensive/area plan(s) or similar changes. Pinal County updated the zoning ordinance with the intent of updating the property zoning to match the new commercial categories. CB-2 was intended to be replaced by C-3 Zoning . That has not happened yet;however, the marijuana section of the ordinance only refers only to C-3 Zoning not CB-2
It was intended that dispensaries be allowed in commercial zoning. Because of this timing issue we need to rezone the property to C-3.
14. Explain why the proposed development is needed and necessary at this time. There is demand for a dispensary in this area. The ponderosa Dispensary previously operated on this property; however they closed and moved their permit elsewhere leaving customers in a lurch. We held a neighborhood meeting for the SUP for a new dispensary and attendees were very supportive and were looking forward to having a dispensary located in their area again. Citing long drives to the nearest dispensary.

INV#: _____ AMT: _____ DATE: _____ CASE: _____ Xref: _____

SUPPORTING INFORMATION

1. Note any services that are not available to the site. Discuss any improvements of services that would be paid for by the public: _____
This is an existing fully serviced retail center there would be no services paid for by the public
2. What is the amount of traffic to be generated (# of trips/day, deliveries/week)? Show ingress/egress on the site plan: _____
The number of trips will be similar to that of any other retail use. The retail center has been in operation since around 2007.
Ingress and egress will be an existing driveway on Papago Road.
3. How many parking spaces are to be provided (employees and customers)? Indicate these parking spaces on the site plan: _____
There are 64 developed parking spaces on the property currently.
4. Is there a potential for excessive noise (I.E.; children, machinery) or the production of smoke, fumes, dust or glare with this proposed land use? If yes, how will you alleviate these problems for your neighbors?
There are no excessive noises, smoke, fumes, dust or glare that will be generated from this use. This is an existing shopping center.
5. What type of landscaping are you proposing to screen this use from your neighbors?
Existing Landscaping will remain.
6. What type of signage are you proposing for the activity? Where will the signs be located?
All signs will comply with the Pinal County Zoning Ordinance
7. If the proposed land use involves any type of manufacturing or production process, provide a short synopsis of the processes utilizing diagrams, flowcharts and/or a short narrative: _____
N/A There will be no infusion onsite.
8. Explain how the appearance and operation of the proposed land use will maintain the integrity and character of the zone in which the use is requested: _____
The appearance from the outside will remain the same.
The dispensary is a retail use that will not change the appearance from the outside but it will enhance the safety of the retail center because of the security cameras and added people onsite monitoring activity in the area.
9. Have you discussed possible conditions that may be placed on the approval with the Planning Department?
 YES NO
10. Do you understand that if a condition is violated, that there is a public process by which your zoning may be reverted?
 YES NO

PROPERTY OWNERSHIP LIST See Map and Mailing list Attached
 (Required for filing all applications)

Instructions: Print Name, Address, City, State, Zip Code and Tax Parcel Number for each property owner within 600 feet of the subject parcel boundary. Feel free to attach a separate list if generated digitally. Please see "How to use the Buffer Tool" on our FAQ's page if you are generating the list.

Parcel No.: See Attached Mailing List
 Name: _____
 Address: _____
 City/ST/Zip: _____

Parcel No.: _____
 Name: _____
 Address: _____
 City/ST/Zip: _____

Parcel No.: _____
 Name: _____
 Address: _____
 City/ST/Zip: _____

Parcel No.: _____
 Name: _____
 Address: _____
 City/ST/Zip: _____

Parcel No.: _____
 Name: _____
 Address: _____
 City/ST/Zip: _____

Parcel No.: _____
 Name: _____
 Address: _____
 City/ST/Zip: _____

Parcel No.: _____
 Name: _____
 Address: _____
 City/ST/Zip: _____

Parcel No.: _____
 Name: _____
 Address: _____
 City/ST/Zip: _____

Parcel No.: _____
 Name: _____
 Address: _____
 City/ST/Zip: _____

Parcel No.: _____
 Name: _____
 Address: _____
 City/ST/Zip: _____

I hereby verify that the name list above was obtained on the 15 day of October, 2024, at the office of Lazarus & Silvyn, P.C. and is accurate and complete to the best of my knowledge.
 (Source of Information)

On this 15th day of October, 2024, before me personally appeared Michelle Green
 (Name of signor)

Signature Michelle Green Date 10/15/24

State of ARIZONA
)ss.

County of MARICOPA

My Commission Expires Jan 27, 2027



(SEAL)

Signature of Notary Public Mary L. Keating

I certify the information included in this application is accurate, to the best of my knowledge. I have read the application and I have included the information, as requested. I understand if the information submitted is incomplete, this application cannot be processed. All notices will be sent to the applicant unless otherwise directed in writing

Michelle Green	206 E. Virginia Ave. Phoenix, AZ 85004
Name of Applicant	Address

<i>Michelle Green</i>	mgreen@lslawaz.com	602-340-0900
Signature of Applicant	E-Mail Address	Phone Number

Larry Lazarus, Lazarus & Silvyn, P.C.	206 E. Virginia Ave. Phoenix, AZ 85004
Name of Agent/Representative	Address

<i>Larry Lazarus</i>	LLAZARUS@LSLAWAZ.COM	602-340-0900
Signature of Agent/Representative	E-Mail Address	Phone Number

The Agent/Representative has the authority to act on behalf of the landowner/applicant, which includes agreeing to stipulations. The agent will be the contact person for Planning staff and must be present at all hearings. Please use attached Agency Authorization form, if applicable.

Rand Del Cotto	49237 W. Papago Road Ste.7 Maricopa AZ 85139-5208
Name of Landowner	Address

	redelcotto@gmail.com	859-619-8853
Signature of Landowner	E-Mail Address	Phone Number

If landowner is not the applicant, then applicant must submit a signed notarized consent form from the landowner with this application. Please use attached Consent to Permit form, if applicable.

I certify the information included in this application is accurate, to the best of my knowledge. I have read the application and I have included the information, as requested. I understand if the information submitted is incomplete, this application cannot be processed. All notices will be sent to the applicant unless otherwise directed in writing.

Michelle Green 206 E. Virginia Ave. Phoenix, AZ 85004
Name of Applicant Address

Michelle Green mgreen@lslawaz.com 602-340-0900
Signature of Applicant E-Mail Address Phone Number

Larry S. Lazarus
Larry Lazarus, Lazarus & Silvyn, P.C. 206 E. Virginia Ave. Phoenix, AZ 85004
Name of Agent/Representative Address

Larry Lazarus LLAZARUS@LSLAWAZ.COM 602-340-0900
Signature of Agent/Representative E-Mail Address Phone Number

The Agent/Representative has the authority to act on behalf of the landowner/applicant, which includes agreeing to stipulations. The agent will be the contact person for Planning staff and must be present at all hearings. Please use attached Agency Authorization form, if applicable.

Rand Del Cotto 49237 W. Papago Road Ste.7 Maricopa AZ 85139-5208
Name of Landowner Address

Rand Del Cotto rdelcotto@gmail.com 859-619-8853
Signature of Landowner E-Mail Address Phone Number

If landowner is not the applicant, then applicant must submit a signed notarized consent form from the landowner with this application. Please use attached Consent to Permit form, if applicable.

CORPORATE PROPERTY OWNER SIGNATURE BLOCK AND ACKNOWLEDGMENT

Papago Properties LLC, an Arizona Limited Liability Company

By: [Signature]
[Insert Company's or Trust's Name]
[Signature of Authorized Officer, or Trustee]
Member

Dated: 08/12/2024 [Insert Title]

STATE OF Arizona)
) ss.
COUNTY OF Pinal)

The foregoing instrument was acknowledged before me, this 12 day of August, 2024 by
Rand Del Cotto, Member
[Insert Signor's Name] [Insert Title]
Papago Properties LLC, an Arizona Limited Liability Company, an,
[Name of Company or Trust] [Insert State of Incorporation, if applicable]

And who being authorized to do so, executed the foregoing instrument on behalf of said entity for the purposes stated therein.

My Commission Expires: 02/07/2028

Miram G. Porter
Printed Name of Notary



ALTERNATE: Use the following acknowledgment only when a second company is signing
On behalf of the owner:

STATE OF _____)
) ss.
COUNTY OF _____)

(Seal)

The foregoing instrument was acknowledged before me, this _____ day of _____, 20____ by
_____, who acknowledges himself/herself to be
[Insert Signor's Name]
_____, of _____
[Title of Office Held] [Second Company]
As _____ for _____, and who being
[i.e. member, manager, etc.] [Owner's Name]

Authorized to do so, executed the foregoing instrument on behalf of said entities for the purposes stated therein.

My Commission Expires _____

Printed Name of Notary

Signature of Notary

AGENCY AUTHORIZATION

(To be completed by all landowners who do not represent themselves. Instructions for completing required information are in bold and brackets below lines. If applicant is a company, corporation, partnership, joint venture, trustee, etc., please use the corporate signature block and have the notary fill in the notarization section for corporations not individuals and cannot be submitted digitally)

TO: Pinal County Community Development
P.O. Box 2973
Florence, AZ 85232

Rand Del Cotto, Papago Properties LLC, an Arizona Limited Liability Company

[Insert Name -- If a Corporation, Partnership or Association, Include State of Incorporation]

Hereinafter referred to as "Owner," is/are the owner(s) of 3.3 acres located at 49237 W. Papago Road, Maricopa AZ 85139-5208, and further identified

[Insert Address of Property]

As assessor parcel number 510-64-0050 and legally described as follows:

[Insert Parcel Number]

Insert Legal Description Here OR Attach as Exhibit A

Said property is hereinafter referred to as the "Property."

Owner hereby appoints Larry Lazarus, Lazarus & Silvyn, P.C.

[Insert Agent's Name. If the Agent Is a Company, Insert Company Name Only]

Hereinafter referred to as "Agent," to act on Owner's behalf in relation to the Property in obtaining approval from Pinal County for a minor land division and to file applications and make the necessary submittals for such approvals. **Rezoning to C-3**

[Individual PROPERTY OWNER signature block and acknowledgment.

DO NOT SIGN HERE IF SIGNING AS AN OFFICER OF A CORPORATION SIGN NEXT PAGE]

[Signature]

[Signature]

[Address]

[Address]

Dated: _____

Dated: _____

STATE OF _____)

) ss.

(SEAL)

COUNTY OF _____)

The foregoing instrument was acknowledged before me, this _____ day _____, 20____
by _____

My Commission Expires _____

Signature of Notary Public _____

Printed Name of Notary

Signature of Notary

CORPORATE PROPERTY OWNER SIGNATURE BLOCK AND ACKNOWLEDGMENT

Papago Properties LLC, an Arizona Limited Liability Company

[Insert Company's or Trust's Name]

By: _____

[Signature of Authorized Officer, or Trustee]

Its: _____

Member

[Insert Title]

Dated: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me, this _____ day of _____, 20__ by

Rand Del Cotto, _____ Member _____

[Insert Signor's Name]

[Insert Title]

Papago Properties LLC, _____ an Arizona Limited Liability Company _____ an,

[Name of Company or Trust]

[Insert State of Incorporation, if applicable]

And who being authorized to do so, executed the foregoing instrument on behalf of said entity for the purposes stated therein.

My Commission Expires: _____

Printed Name of Notary

Signature of Notary

ALTERNATE: Use the following acknowledgment only when a second company is signing

On behalf of the owner:

STATE OF _____)

) ss.

(Seal)

COUNTY OF _____)

The foregoing instrument was acknowledged before me, this _____ day of _____, 20__ by

_____, who acknowledges himself/herself to be

[Insert Signor's Name]

_____, of _____

[Title of Office Held]

[Second Company]

As _____ for _____, and who being

[i.e. member, manager, etc.]

[Owner's Name]

Authorized to do so, executed the foregoing instrument on behalf of said entities for the purposes stated therein.

My Commission Expires _____

Printed Name of Notary

Signature of Notary

	TERRILL MARY ELIZABETH & P... 49110 W MAYER BLVD MARICOPA, AZ 85139	SPUR JOHNSON HORSE PROP... PO BOX 190 STANFIELD, AZ 85172
	HARRISON CRYSTAL & BENJA... 49048 W MAYER BLVD MARICOPA, AZ 85139	YARGA LEWIS 49095 W JULIE LN MARICOPA, AZ 85139
	DEBORDE ROBERT 48986 W MAYER BLVD MARICOPA, AZ 85139	WELLS RICHARD 49005 W JULIE LN MARICOPA, AZ 85139
	VINCETT JEFFREY A 11010 N WHITE RD MARICOPA, AZ 85139	ABELLA ANGEL R & GINA D TR... 5619 S SPYGLASS RD TEMPE, AZ 85283
MARGALLO LUCIO II & CLAUDE... 23 S HARMON DR MITCHELL, SD 57301	VINCETT WILLIAM HENRY 49656 W MAYER BLVD MARICOPA, AZ 85139	FISHER JOSHUA J & NICOLE L 48865 W JULIE LN MARICOPA, AZ 85139
MILLER TRAVIS G 49430 W MAYER BLVD MARICOPA, AZ 85139	GRAEB BRIDGETTE 49495 W JULIE LN MARICOPA, AZ 85139	GARNER GARY & SHILOH 48801 W JULIE LN MARICOPA, AZ 85139
ROCHA ISIDRO G & GUADALUP... 49366 W MAYER BLVD MARICOPA, AZ 85139	BUTTERFIELD MARIA RR2 ST 14 BOX 6 PONOKA, AB	WHITAKER DEE VERN & A KAY 13681 BASELINE.5 RD SE MOSES LAKE, WA 98837
ONTIVEROS ELVIRA TR 49302 W MAYER BLVD MARICOPA, AZ 85139	MIRANDA MELCHOR FARIAS 49375 W JULIE LN MARICOPA, AZ 85139	RULE LAWRENCE & ELISSA PO BOX 564 FALL CITY, WA 98024
HERNANDEZ JOSE ANTONIO & ... 49238 W MAYER BLVD MARICOPA, AZ 85139	LERMA ARTURO O & ADELA O 49285 W JULIE LN MARICOPA, AZ 85139	MILLER JEFFREY A & PENNY S 49723 W JULIE LN MARICOPA, AZ 85139
GIANOPOULOS DEMETRIUS A ... 49174 W MAYER BLVD MARICOPA, AZ 85139	MILLER THAD A & PAULINE F 49215 W JULIE LN MARICOPA, AZ 85139	GARNER CLIFFORD A & LISA L 49494 W JULIE LN MARICOPA, AZ 85139

ORBON ANNELI A TRUST
6104 COSTA DEL REY
LONG BEACH, CA 90803

FORYS SUSAN
15265 80TH AVE NE
KENMORE, WA 98028

BROCK FAMILY TRUST
19217 W ALICE CT
WADDELL, AZ 85355

WILSON ROBERT KEITH & MON...
49354 W JULIE LN
MARICOPA, AZ 85139

SHOOK STEPHEN WOODROW
518 W 6TH DR
MESA, AZ 85210

FERGUSON KELLY L
48839 W PAPAGO RD
MARICOPA, AZ 85139

SABAL GERARDO C JR TR
317 W CROFTON ST
CHANDLER, AZ 85225

UDELIUS ELAINE D
11420 N WHITE RD
MARICOPA, AZ 85139

FIERRO JESUS & MARGARITA ...
49868 W ESCH TRL
MARICOPA, AZ 85139

YAVITZ ISRAEL J & BROOKE TR...
49214 W JULIE LN
MARICOPA, AZ 85139

DELCOTTO ROBERT R & SOPHI...
50010 W JULIE LN
MARICOPA, AZ 85139

CRICKET HOLDINGS LLC
26223 N 17TH DR
PHOENIX, AZ 85085

SABAL CLAUDIO C & MARIPET
89 BILTMORE EST
PHOENIX, AZ 85016

AS INVESTMENT PROPERTIES ...
49365 W PAPAGO RD
MARICOPA, AZ 85139

CRICKET HOLDINGS LLC
26223 N 17TH DR
PHOENIX, AZ 85085

KLICKA DANIEL & ANGELA
49074 W JULIE LN
MARICOPA, AZ 85139

AS INVESTMENT PROPERTIES ...
49301 W PAPAGO RD STE 101
MARICOPA, AZ 85139

CRICKET HOLDINGS LLC
26223 N 17TH DR
PHOENIX, AZ 85085

SARVER VERONICA
49038 W JULIE LN
MARICOPA, AZ 85139

PAPAGO PROPERTIES LLC
1800 RICHMOND RD
LEXINGTON, KY 40502

PAPAGO BUTTE DOMESTIC WA...
PO BOX 630
MARICOPA, AZ 85139

DE LEON VALORIE
PO BOX 329
MARICOPA, AZ 85139

URENA LEONARDO RUELAS
49109 W PAPAGO RD
MARICOPA, AZ 85139

OAK INVESTMENTS LLC
1550 N 40TH ST UNIT 10
MESA, AZ 85205

ROCK GEORGE EDWARD
48864 W JULIE LN
MARICOPA, AZ 85139

JUARDO JOHN SR
220 N MONTE VISTA ST
CHANDLER, AZ 85225

SHOOK STEPHAN W
MAIL RETURN
,

SAGE MICHELLE L
48800 W JULIE LN
MARICOPA, AZ 85139

SANCHEZ FLORENTINO LOPEZ...
257 N COMANCHE DR
CHANDLER, AZ 85224

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

EREDIA ANTHONY H & BERMU...
1442A WALNUT ST #470
BERKELEY, CA 94709

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

SALAZAR IGNACIO A
11780 N WHITE RD
MARICOPA, AZ 85139

MENDEZ-GRADILLAS REGINO
49646 W PAPAGO RD
MARICOPA, AZ 85139

EARLY RICHARD S & JERRI M T...
49581 W GAIL LN
MARICOPA, AZ 85139

PRP 350 LP
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

VANTAGE RETIREMENT PLANS ...
8742 E VIA DE COMMERCIO
SCOTTSDALE, AZ 85258

,

Public Notification



Apply a search distance

1500

Feet

Addressee Layer

Property Mail

Format

PDF label 1 x 2-5/8 inches; 30 per page

71 addressees found; do you want to continue?

Download

August 28, 2024

Dear Property Owner or Neighborhood Association Representative,

The purpose of this letter is to inform you that our client intends to file a request for a rezoning to allow a marijuana dispensary in the commercial center located at 49237 W. Papago Road. The Property is zoned CB-2 which does not specifically allow for this use although there was a dispensary at the same location called Ponderosa Releaf from about 2015 to 2020. The intent was to allow for Dispensaries in neighborhood Commercial zoning; however, when the ordinance regarding marijuana was drafted the CB-2 zoning was left out of the approved zones because the County expected to have all of the CB-2 properties converted to C-3 zoning before it became an issue. This, however, did not happen.

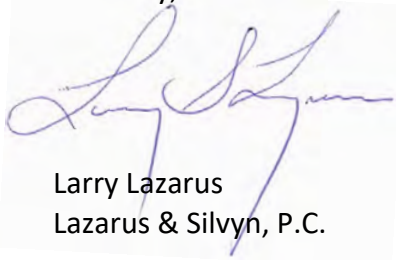
We invite you to attend a neighborhood meeting on **Wednesday, September 11, 2024, at 5:00 pm** at the Raceway Bar located in the same commercial center at 49237 W. Papago Road. We will give a brief presentation and be available to answer any questions you may have.

Following the neighborhood meeting we will make a formal application to the County and the application will be reviewed by staff, heard by the Planning and Zoning Commission, and then the Board of Supervisors. The dates for these meetings will be determined once we file the application.

We would be happy to answer any questions or hear any comments you may have regarding this proposal. You may reach me at LLazarus@LSLawAZ.com, 602-340-0900 or Michelle Green, Senior Planner at MGreen@LSLawAZ.com, 602-340-0900.

We look forward to seeing you there.

Sincerely,



Larry Lazarus
Lazarus & Silvyn, P.C.

Neighborhood Meeting Minutes

49237 W. Papago Road

September 11, 2024, 5:00 pm

We held a neighborhood meeting at 49237 W. Papago Road at 5:00 pm on September 11, 2024. See attached Notification letter. Six people attended the meeting. We gave a presentation regarding the proposal and the process, explaining that we had previously submitted a Use Permit Application and that we are now working on a rezoning application to rezone the property from CB-2 to C-3 to allow for the dispensary.

The people in attendance were supportive of the project and stated that there is a need for this use in the area. They explained that they were very surprised when the previous dispensary closed and now have to travel long distances to obtain their medicine.

The Sign-in sheet, the list of property owners notified within 1,500 feet, the map showing the showing the notification area within 1,500 feet, and a copy of the neighborhood meeting notification letter sent to the property owners within 1,500 feet are attached to this application.

LEGAL DESCRIPTION
49237 W. Papago Road

Lot 93 of Papago Buttes Rancho Unit Two, according to the map of record in the office of the County Recorder of Pinal County, Arizona in Book 18 of Maps and Plats at Page 27.

Narrative
Rezoning Request
49237 W. Papago Road
APN No. 510-64-0050

Nirvana Center



October 11, 2024

Purpose of Request

This is a request for a rezoning from CB-2 General Business to C-3 General Commercial to allow the Nirvana Center to apply for an SUP to operate a marijuana dispensary at 49237 W. Papago Road APN No. 510-64-0050 (the "Property") in accordance with Chapter 2 Section 191.010. of the Pinal County Development Code.

The Property is zoned CB-2 which does not specifically allow for a marijuana dispensary use, although there was a dispensary at the same location called Ponderosa Releaf from about 2015 to 2020. It is our understanding that the County intended to allow marijuana dispensaries with a use permit in neighborhood commercial zones; however, when the ordinance was adopted the C-3 Zoning was included as a permitted location for dispensaries but the CB-2 zoning inadvertently was left out. That is why there were two use permits approved in the CB-2 zoning. Dispensaries were intended to be allowed in the CB-2 zoning and the discrepancy went unnoticed until our client applied for a use permit in February of this year. That use permit request has been put on hold until the rezoning can be completed.

Project Description

The dispensary will be in a permanent structure in a commercial retail center, west of the Dollar General store and east of Farmers Convenience Store. See **Figure 1** Location Map, below, and Site Plan attached hereto as **Exhibit 1**. The dispensary will be in the space of the former Ponderosa Releaf dispensary, in the same shopping center as the Raceway Bar. There were two previous use permits approved for the Ponderosa Releaf dispensary on the Property. SUP -001-15 was approved on April 22, 2015 and expired on April 22, 2017. SUP 2017-SUP-011-16 was approved on June 7, 2017, and expired in June of 2019.



Figure 1 Location Map (Source: Pinal County GIS Online Mapping)

The property is zoned (CB-2) General Business, (Case No. PZ-430-74) and we are requesting a rezoning to C-3 General Commercial. The General Commercial zoning allows for a marijuana dispensary with a use permit. See **Figure 2** Zoning Map Below.

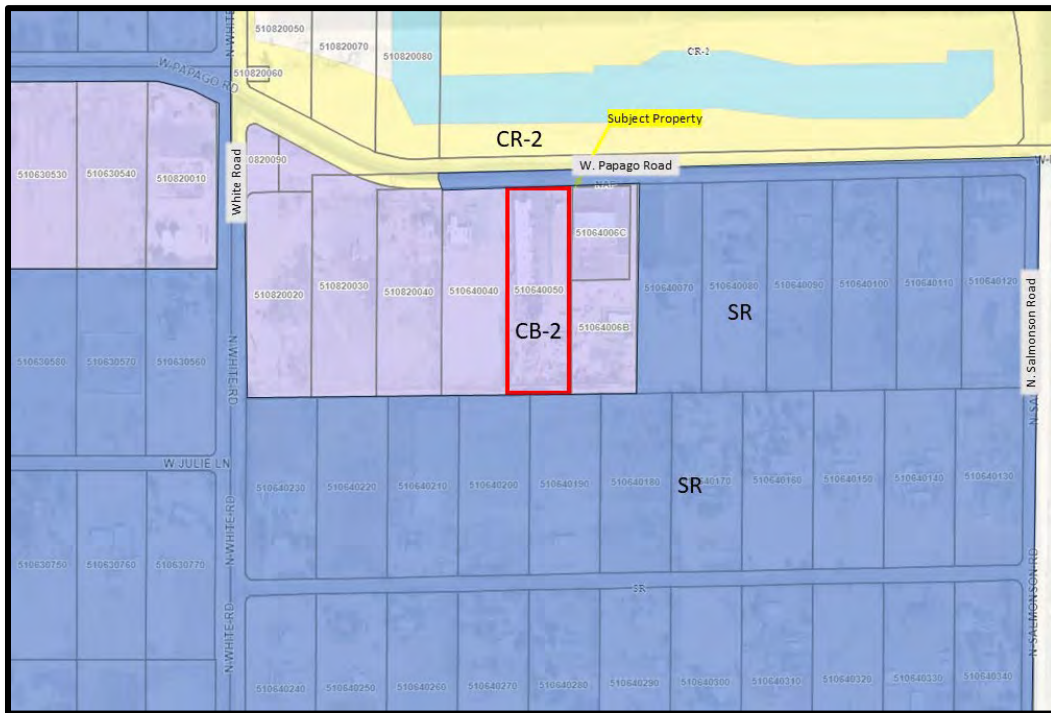


Figure 2 Zoning Map (Source: Pinal County GIS Online Mapping)

This property meets all of the separation requirements for protected uses.

The dispensary will be approximately 2,220 square feet, located in suite 4A&B as shown in blue in **Figure 3** below.

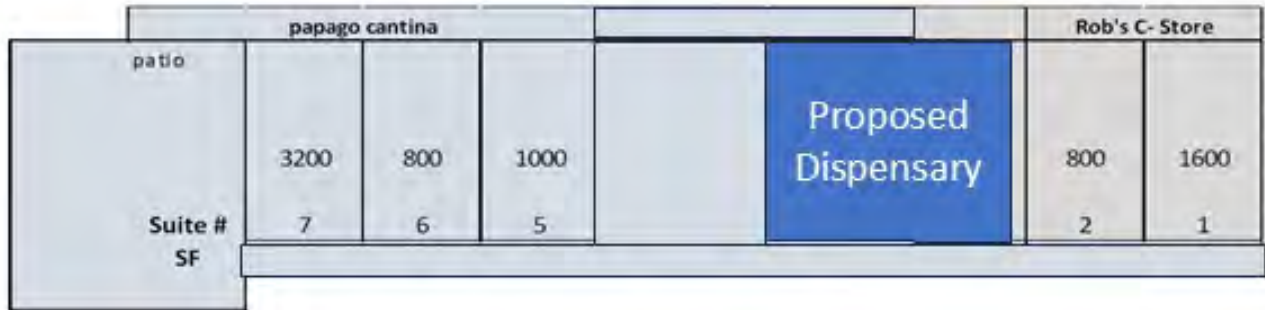


Figure 3 Suite Map

All operations will take place inside the building between 7:00 am and 10:00 pm. There will be no outdoor seating for patrons.

Access

Access to the dispensary will be via an existing driveway on Papago Road.

Utilities

Since this is an existing commercial center with tenants currently operating businesses all utilities are in place and ready to support the dispensary.

Security

Nirvana Center will have appropriate security measures in place and has prepared and submitted a security plan the complies with Pinal County and the Arizona Department of Health Services requirements with the application for a use permit.

Conformance with Comprehensive Plan

The property is designated as moderate low density which allows for commercial uses up to 25 acres if it is compatible with the surrounding land uses. Since this is an existing commercial center with commercial uses located east and west of the Property this retail use is compatible.

Neighborhood Meeting

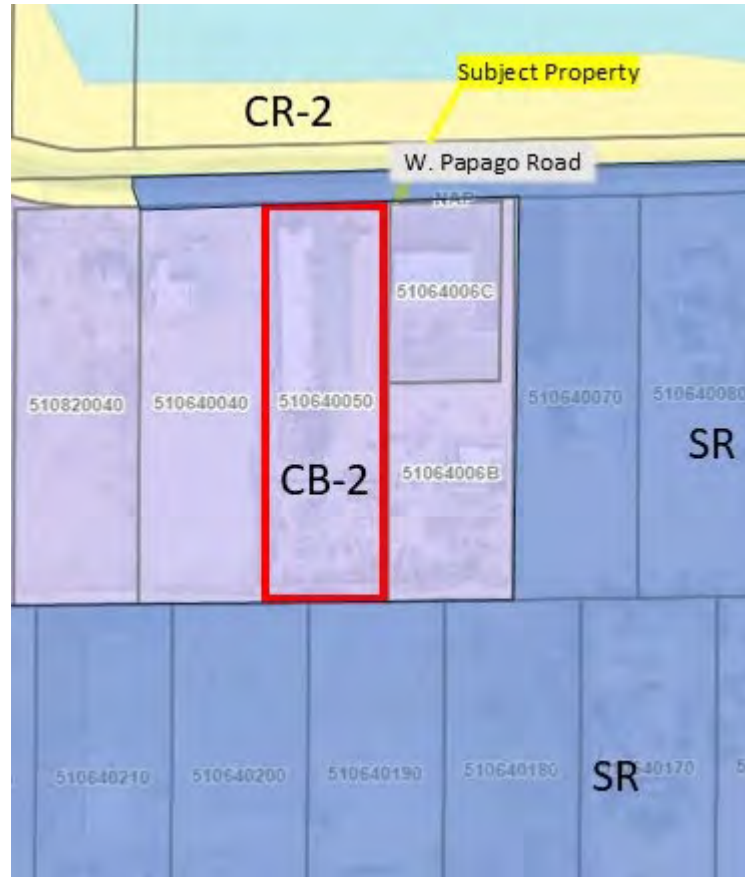
We held a neighborhood meeting at 49237 W. Papago Road at 5:00 pm on September 11, 2024. See attached Notification letter. Six people attended the meeting. We gave a presentation regarding the proposal and the process. The people in attendance were supportive of the project and stated that there is a need for this use in the area. They explained that they were very surprised when the previous dispensary closed and now have to travel long distances to obtain their medicine.

Conclusion

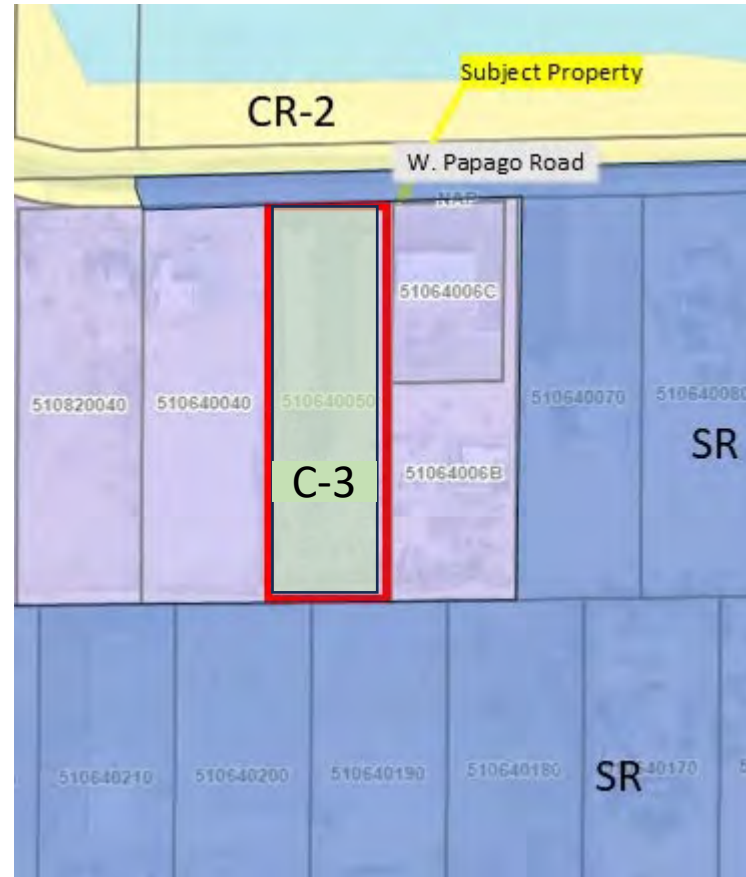
We are requesting that this rezoning be approved so that Nirvana may proceed with the Use Permit that was submitted to allow for a marijuana dispensary at this location.

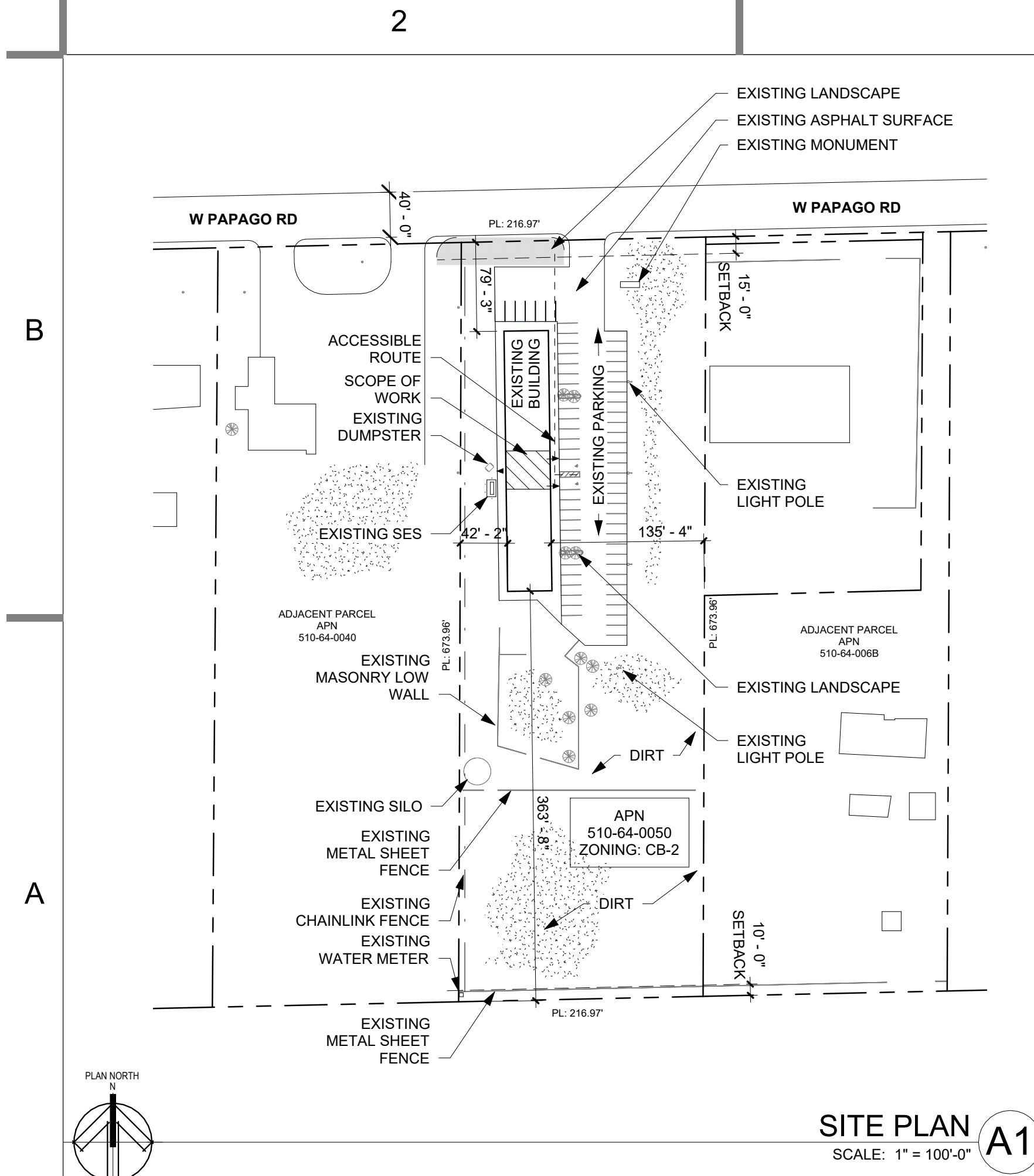
The Ponderosa Releaf Dispensary operated from this same facility for approximately four years. When they left abruptly customers were left with long drives to obtain their medical marijuana. We have heard from several member so the community that they are looking forward to having another dispensary in the area. We hosted one neighborhood meeting for the use permit in February and another for the rezoning in September and we have not received any opposition at this point. Since there was a previous dispensary operating from the same location without issue, we do not anticipate opposition to this application.

Existing Zoning



Proposed Zoning





LEGAL DESCRIPTION

PAPAGO BUTTE RANCHOS UNIT 2: LOT 93

PROJECT TEAM

LANDOWNER:
 PAPAGO PROPERTIES, LLC
 1800 RICHMOND RD
 LEXINGTON, AZ

CLIENT:
 NIRVANA CENTER
 SHERAZ WARRAICH
 928-642-2250
 SHERAZ@NIRVANACENTER.COM

ARCHITECT:
 AG ARCHITECTURAL SOLUTIONS
 COVEY GROFF
 1776 N SCOTTSDALE RD, #2253
 SCOTTSDALE, AZ 85252
 480-670-3049
 COVEY@AG-ARCHS.COM

Page 371



ARCHITECTURAL SOLUTIONS

1776 N SCOTTSDALE RD, #2253
 SCOTTSDALE, ARIZONA 85251
 480.670.3049

MARICOPA PAPAGO PLAZA DISPENSARY TI

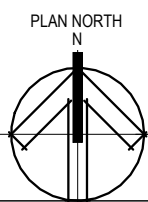
49237 W PAPAGO RD, SUITE 4
 MARICOPA, AZ 85139



PROJECT NUMBER	23068
DATE:	10/31/2023
REV	DATE DESCRIPTION

SHEET NO: **A003**

SITE PLAN A1
 SCALE: 1" = 100'-0"



Public Notification

Select or search for a feature in the map



Apply a search distance

Feet

Addressee Layer

Property Mail

Format

PDF label 1 x 2-5/8 inches; 30 per page

22 addressees found; do you want to continue?

Download

AS INVESTMENT PROPERTIES ...
49301 W PAPAGO RD STE 101
MARICOPA, AZ 85139

PAPAGO PROPERTIES LLC
1800 RICHMOND RD
LEXINGTON, KY 40502

EREDIA ANTHONY H & BERMU...
1442A WALNUT ST #470
BERKELEY, CA 94709

ORBON ANNELI A TRUST
6104 COSTA DEL REY
LONG BEACH, CA 90803

URENA LEONARDO RUELAS
49109 W PAPAGO RD
MARICOPA, AZ 85139

WILSON ROBERT KEITH & MON...
49354 W JULIE LN
MARICOPA, AZ 85139

JUARDO JOHN SR
220 N MONTE VISTA ST
CHANDLER, AZ 85225

SABAL GERARDO C JR TR
317 W CROFTON ST
CHANDLER, AZ 85225

CRICKET HOLDINGS LLC
26223 N 17TH DR
PHOENIX, AZ 85085

YAVITZ ISRAEL J & BROOKE TR...
49214 W JULIE LN
MARICOPA, AZ 85139

CRICKET HOLDINGS LLC
26223 N 17TH DR
PHOENIX, AZ 85085

SABAL CLAUDIO C & MARIPET
89 BILTMORE EST
PHOENIX, AZ 85016

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

KLICKA DANIEL & ANGELA
49074 W JULIE LN
MARICOPA, AZ 85139

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

SARVER VERONICA
49038 W JULIE LN
MARICOPA, AZ 85139

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

AS INVESTMENT PROPERTIES ...
49365 W PAPAGO RD
MARICOPA, AZ 85139

VANTAGE RETIREMENT PLANS ...
8742 E VIA DE COMMERCIO
SCOTTSDALE, AZ 85258

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY PLANNING AND ZONING COMMISSION AT 9:00 A.M. ON THE **19th DAY OF DECEMBER, 2024**, AT THE PINAL COUNTY, EMERGENCY OPERATIONS CENTER (EOC), 85 N FLORENCE ST, FLORENCE, ARIZONA, TO CONSIDER THE APPLICATION FOR **A REZONING APPLICATION** IN AN UNINCORPORATED AREA OF PINAL COUNTY, ARIZONA:

PZ-022-24-PUBLIC HEARING/ACTION: Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, P.C., applicant requesting approval of the rezoning of 3.3± acres from **General Business Zone (CB-2) Zone** to **Commercial Zoning District (C-3)** to allow for a marijuana dispensary, situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal county.

ALL PERSONS INTERESTED IN THIS MATTER MAY APPEAR AND SPEAK AT THE PUBLIC HEARING AT THE DATE, TIME AND PLACE DESIGNATED ABOVE. DOCUMENTS PERTAINING TO THIS CASE CAN BE FOUND ON THE NOTICE OF HEARING PAGE FOR THE P&Z COMMISSION AT:

DATED on the 21st day of October, 2024, Pinal County Planning & Development Dept.

<https://www.pinal.gov/236/Notice-of-Hearings>

TO QUALIFY FOR FURTHER NOTIFICATION IN THIS LAND USE MATTER YOU MUST FILE WITH THE PLANNING DEPARTMENT A WRITTEN STATEMENT OF SUPPORT OR OPPOSITION TO THE SUBJECT APPLICATION. YOUR STATEMENT **MUST** CONTAIN THE FOLLOWING INFORMATION:

- 1) Planning Case Number (see above)
- 2) Your name, address, telephone number, and property tax parcel number (**Print or type**)
- 3) A brief statement of reasons for supporting or opposing the request
- 4) Whether or not you wish to appear and be heard at the hearing

PROTESTS TO THE REZONING AND/OR PAD OVERLAY ZONE BY 20% OF THE PROPERTY OWNERS BY AREA AND NUMBER WITHIN 300 FEET OF THE PROPERTY PROPOSED FOR REZONING, WILL REQUIRE AN AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL MEMBERS OF THE BOARD OF SUPERVISORS FOR APPROVAL.

WRITTEN STATEMENTS MUST BE FILED WITH: PINAL COUNTY COMMUNITY DEVELOPMENT DEPARTMENT, PO BOX 749, FLORENCE, AZ 85132

Contact for this matter: Sangeeta Deokar, Senior Planner,
E-mail Address: Sangeeta.deokar@pinal.gov
Phone # (520) 866-6641

PUBLISHED ONCE:

Pinal Central Dispatch

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Rachel Cozart, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Pinal Central Dispatch, a newspaper published at Casa Grande, Pinal County, Arizona, Thursday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for 1 issues. The publications thereof having been on the following dates:

PUBLICATION DATES:

Nov. 21, 2024

NOTICE ID: PDs0WTn1YcyqmJpHhYDR

NOTICE NAME: PZ-022-24

Rachel Cozart

(Signed) _____

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 11/22/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY PLANNING AND ZONING COMMISSION AT 9:00 A.M. ON THE 19th DAY OF DECEMBER, 2024, AT THE PINAL COUNTY EMERGENCY OPERATIONS CENTER (EOC), 85 N FLORENCE ST, FLORENCE, ARIZONA, TO CONSIDER THE APPLICATION FOR A REZONING APPLICATION IN AN UNINCORPORATED AREA OF PINAL COUNTY, ARIZONA: PZ-022-24-PUBLIC HEARING/ACTION: Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, PC., applicant requesting approval of the rezoning of 3.3+ acres from General Business Zone (CB-2) Zone to Commercial Zoning District (C-3) to allow for a marijuana dispensary, situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal county. ALL PERSONS INTERESTED IN THIS MATTER MAY APPEAR AND SPEAK AT THE PUBLIC HEARING AT THE DATE, TIME AND PLACE DESIGNATED ABOVE. DOCUMENTS PERTAINING TO THIS CASE CAN BE FOUND ON THE NOTICE OF HEARING PAGE FOR THE P&Z COMMISSION AT: DATED on the 21st day of October, 2024, Pinal County Planning & Development Dept. <https://www.pinal.gov/236/Notice-of-Hearings> TO QUALIFY FOR FURTHER NOTIFICATION IN THIS LAND USE MATTER YOU MUST FILE WITH THE PLANNING DEPARTMENT A WRITTEN STATEMENT OF SUPPORT OR OPPOSITION TO THE SUBJECT APPLICATION. YOUR STATEMENT MUST CONTAIN THE FOLLOWING INFORMATION:
1) Planning Case Number (see above)
2) Your name, address, telephone number, and property tax parcel number (Print or type)
3) A brief statement of reasons for supporting or opposing the request
4) Whether or not you wish to appear and be heard at the hearing
PROTESTS TO THE REZONING AND/OR PAD OVERLAY ZONE BY 20% OF THE PROPERTY OWNERS BY AREA AND NUMBER WITHIN 300 FEET OF THE PROPERTY PROPOSED FOR REZONING, WILL REQUIRE AN AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL MEMBERS OF THE BOARD OF SUPERVISORS FOR APPROVAL. WRITTEN STATEMENTS MUST BE FILED WITH: PINAL COUNTY COMMUNITY DEVELOPMENT DEPARTMENT.

PO BOX 749, FLORENCE, AZ
85132
Contact for this matter: Sangeeta
Deokar, Senior Planner,
E-mail Address: Sangeeta.
deokar@pinal.gov
Phone # (520) 866-6641
PUBLISHED ONCE:
Pinal Central Dispatch
No. of publications: 1: date of
publication: Nov 21, 2024

* as directed by your staff Coordinator

AFFIDAVIT OF Mailing of Notice of Hearing*

I, Michelle Green, Applicant for case PZ-022-24 (Case number), personally caused 15 mailer(s) to be mailed by first class post regarding the public hearing associated with case PZ-022-24 on 11/25/24 (Date), on a form prescribed by the planning division at least 28 days before the Planning and Zoning Commission Public Hearing, regarding the proposed Rezoning (Type of application), in unincorporated Pinal County.

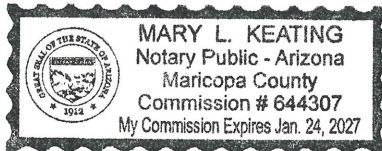
The notice(s) and mailing lists were mailed as attached.

Michelle Green
Applicant

STATE OF ARIZONA)
) ss:
COUNTY OF PINAL)

Subscribed and sworn to me by Michelle Green this 10th day of December, 2024.

Mary L. Keating
Notary Public
My Commission Expires:



Pinal County
AFFIDAVIT OF POSTING BROADCAST SIGN

I, the applicant's representative for case # PZ-022-24 & SUP-009-24, personally caused at least one sign to be posted in a visible place on or near the proposed project site at 49237 W Papago Rd, at least 28 days before the Planning and Zoning Commission Public Hearing, in Pinal County.

See attached photo exhibit.

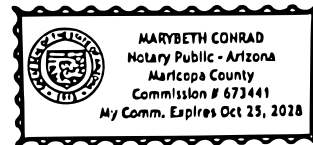
Dynamite Signs
Sign Company Name

Meghan Liggett
Sign Company Representative

Subscribed and sworn to be on 11/25/24 by Meghan Liggett.

IN WITNESS WHEREOF, I Hereto set my hand and official seal.

Marybeth Conrad
Notary Public



My Commission expires: 10-25-28

PINAL COUNTY *Public Hearings*

Case Number: PZ-022-24 & SUP-009-24

Existing Zoning: CB-2

Proposed Zoning: C-3

Acreage: 3.3

Applicant Name: Michelle Green

Applicant Phone Number: 602-340-0900

Public Hearing
Information



Rezoning and SUP to allow a Medical Marijuana Dispensary

Case Information Available at Pinal County Planning & Development Services
(520) 866-6442



November 25, 2024 at 8:04 AM
+32.984482-112.096621
49179 W Papago Rd
Maricopa AZ 85139
United States

PINAL COUNTY *Public Hearings*

Case Number: PZ-022-24 & SUP-009-24

Existing Zoning: CB-2

Proposed Zoning: C-3

Acreage: 3.3

Applicant Name: Michelle Green

Applicant Phone Number: 602-340-0900

Public Hearing
Information



Rezoning and SUP to allow a Medical Marijuana Dispensary

Case Information Available at Pinal County Planning & Development Services
(520) 866-6442

November 25, 2024 at 7:45 AM
+32.984484,-112.097006
49237 W Papago Rd
Maricopa AZ 85139
United States



BOARD OF SUPERVISORS

NIRVANA CENTRE

PZ-022-24/SUP-009-24



PINAL COUNTY

WIDE OPEN OPPORTUNITY

2/5/2025

Community Development Department

PZ-022-24/SUP-009-24

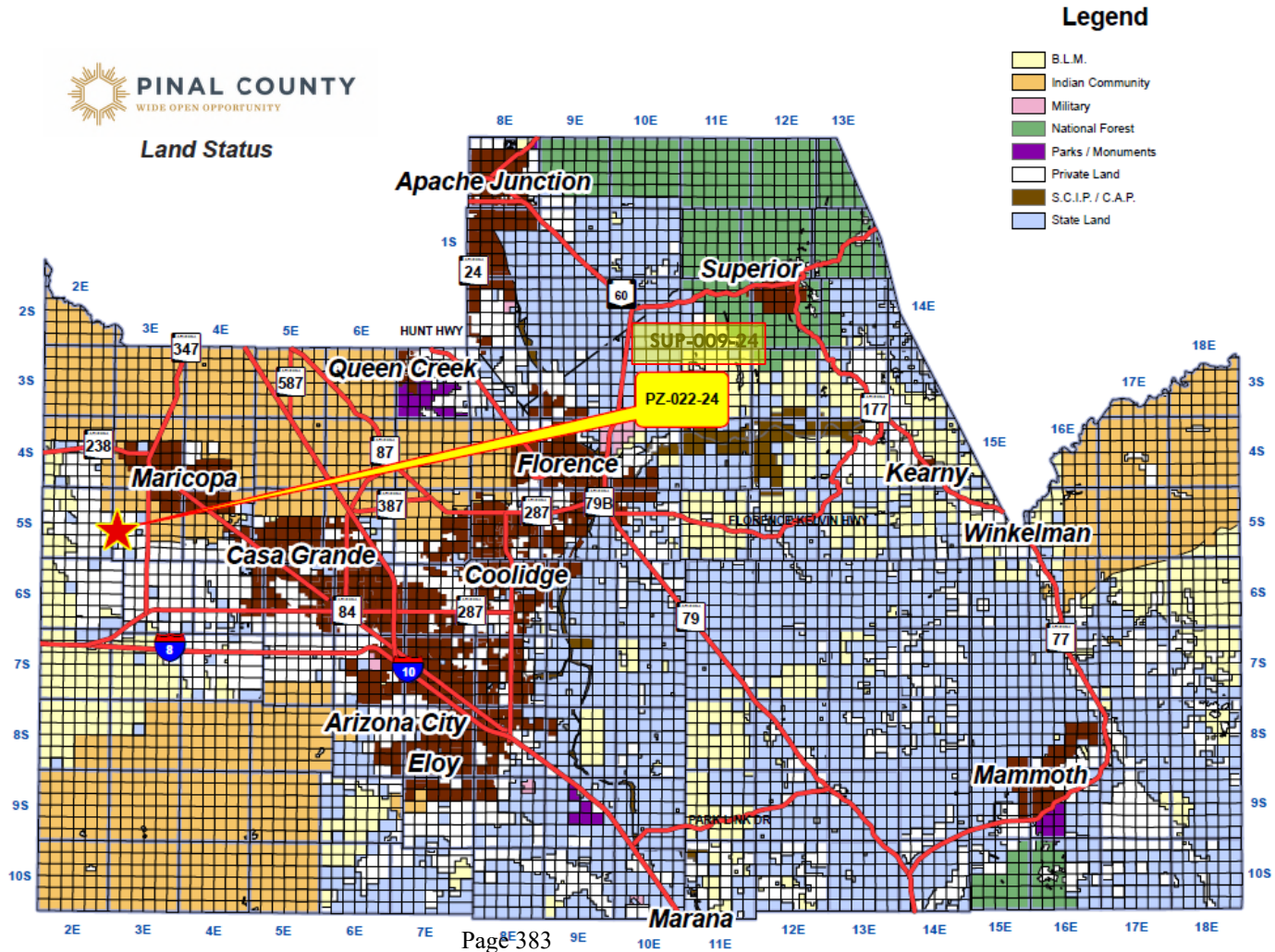
- Proposal 2 Cases:
 - **REZONE:** CB-2 (General Business Zone) to C-3 (Commercial Zoning District)
 - **SUP:** Special Use Permit request to operate a Marijuana Dispensary
- Size:
 - 3.3 ± acres
- Location:
 - South along W Papago Road, East of N White Road, Maricopa, in unincorporated Pinal County.
- Applicant/Owner
 - Michelle Greene, Lazarus & Silvyn/Rand Del Cotto, Papago Properties LLC

County Map- Location



PINAL COUNTY

WIDE OPEN OPPORTUNITY

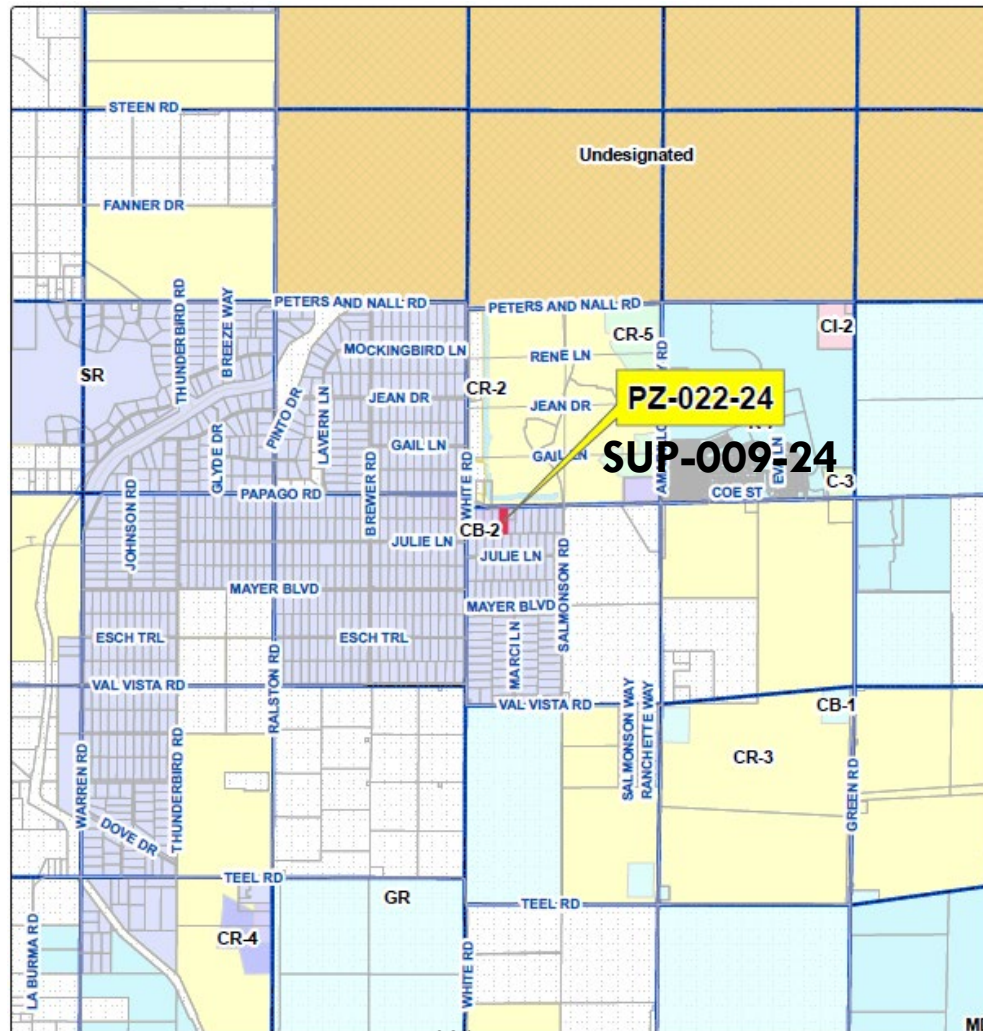


Vicinity Map



PINAL COUNTY

WIDE OPEN OPPORTUNITY



Aerial Map



PINAL COUNTY

WIDE OPEN OPPORTUNITY

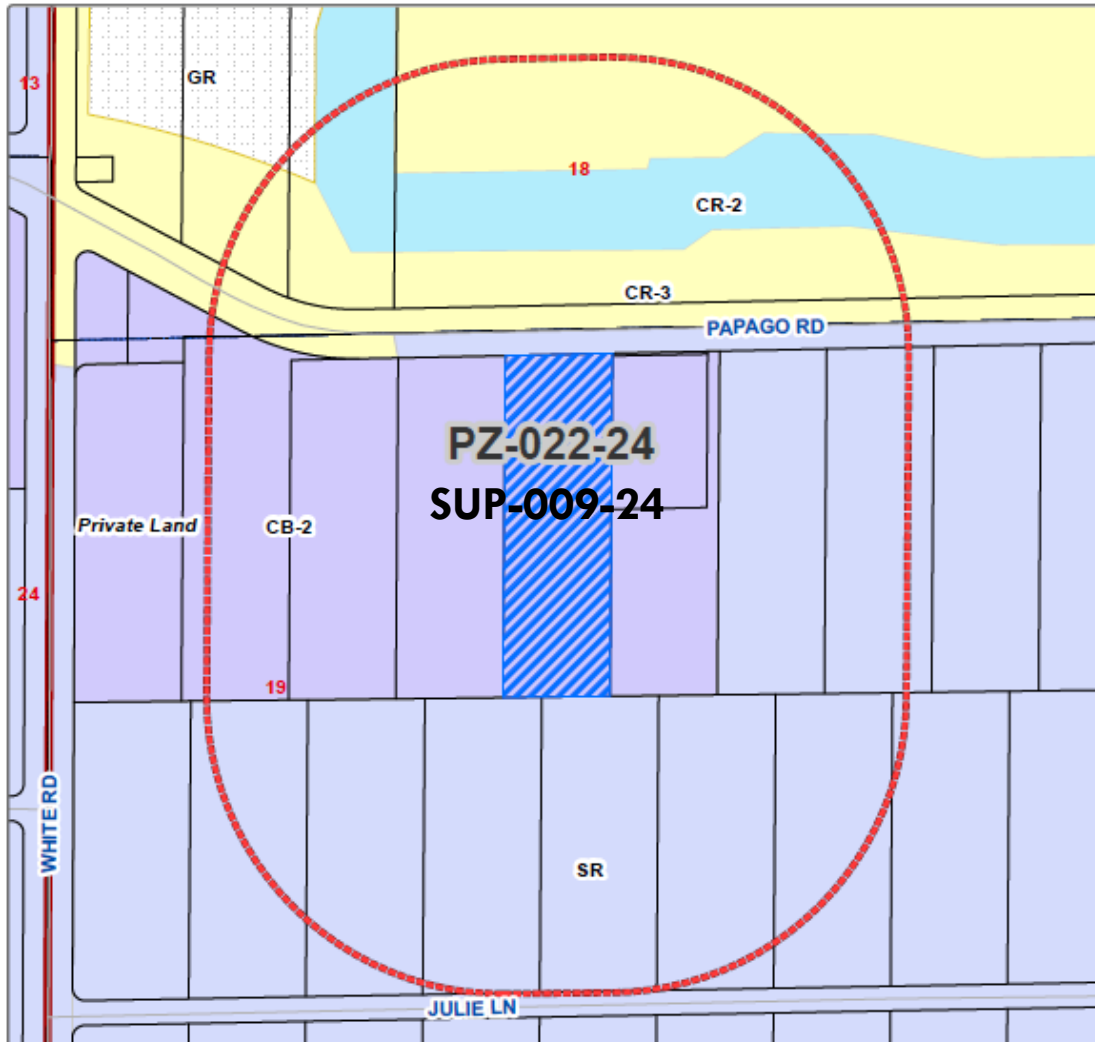


Surrounding Zoning



PINAL COUNTY

WIDE OPEN OPPORTUNITY



SUP-009-24

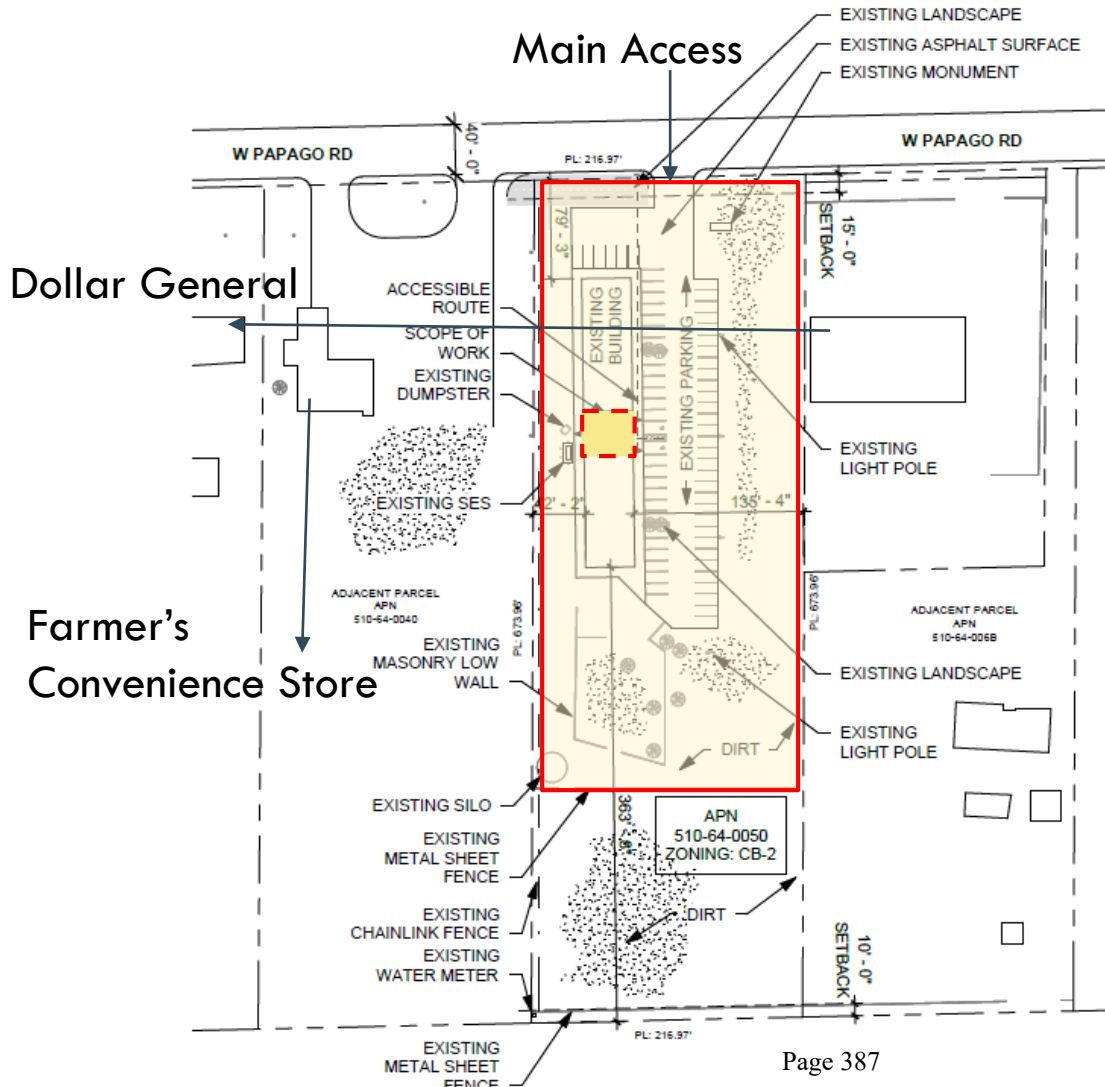
Site Plan: Nirvana Center

Rezone and Special Use Permit



PINAL COUNTY

WIDE OPEN OPPORTUNITY



Existing Site features:

1. Developed site with access from Papago Road
2. Existing commercial structure (permitted in 1988)
3. 64 Parking spots with ADA parking
4. Existing Trash Enclosure
5. Partial fencing on property
6. Suites 4A and 4B will be housing 'Nirvana Dispensary'

Photos - North



South



PINAL COUNTY

WIDE OPEN OPPORTUNITY



East



PINAL COUNTY

WIDE OPEN OPPORTUNITY





Items of Board's consideration

- Parcel zoned CB-2, Commercial building permitted in 1988

- Marijuana Dispensaries interpreted as allowed use in CB-2 Zone with an Special Use Permit.

- Ponderosa Releaf Dispensary allowed to operate under SUP-001-15 (exp. In 2017) and SUP-011-16 (exp. in 2019)

- Ponderosa Releaf Dispensary moved to a new location leaving the local people no access to dispensary services in the area.

- Code update in 2012 allowed Medical Marijuana only in C-3 zoning with Special Use Permit leaving the current site incompatible for the use in CB-2

Items of Board's consideration

- Applicant requesting rezone to C-3 to re-instate the use for Medical Marijuana dispensary per code requirement
- Applicant has also applied for Special Use Permit concurrently to allow the new “Nirvana Center” in the same location as the prior dispensary
- No letters of opposition have been received.

PZ-022-24/SUP-009-24



PINAL COUNTY
WIDE OPEN OPPORTUNITY

PLANNING AND ZONING COMMISSION RECOMMENDED **APPROVAL** (8-0)

PZ-022-24

- ▣ 13 Stipulations

SUP-009-24

- ▣ 15 Stipulations

PZ-022-24/SUP-009-24

SUP-009-24 Stipulation #2 updated to reflect correct
Rezone case number

*Special Use Permit approval is contingent on approval of zone change (PZ-022-24)
(PZ-~~012~~-24)*

PZ-022-24/SUP-009-24



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Questions ?

Proposed Rezoning & SUP 49237 W. Papago Road

Case PZ-022-24 &
Case SUP-009-24

Board of Supervisors Meeting

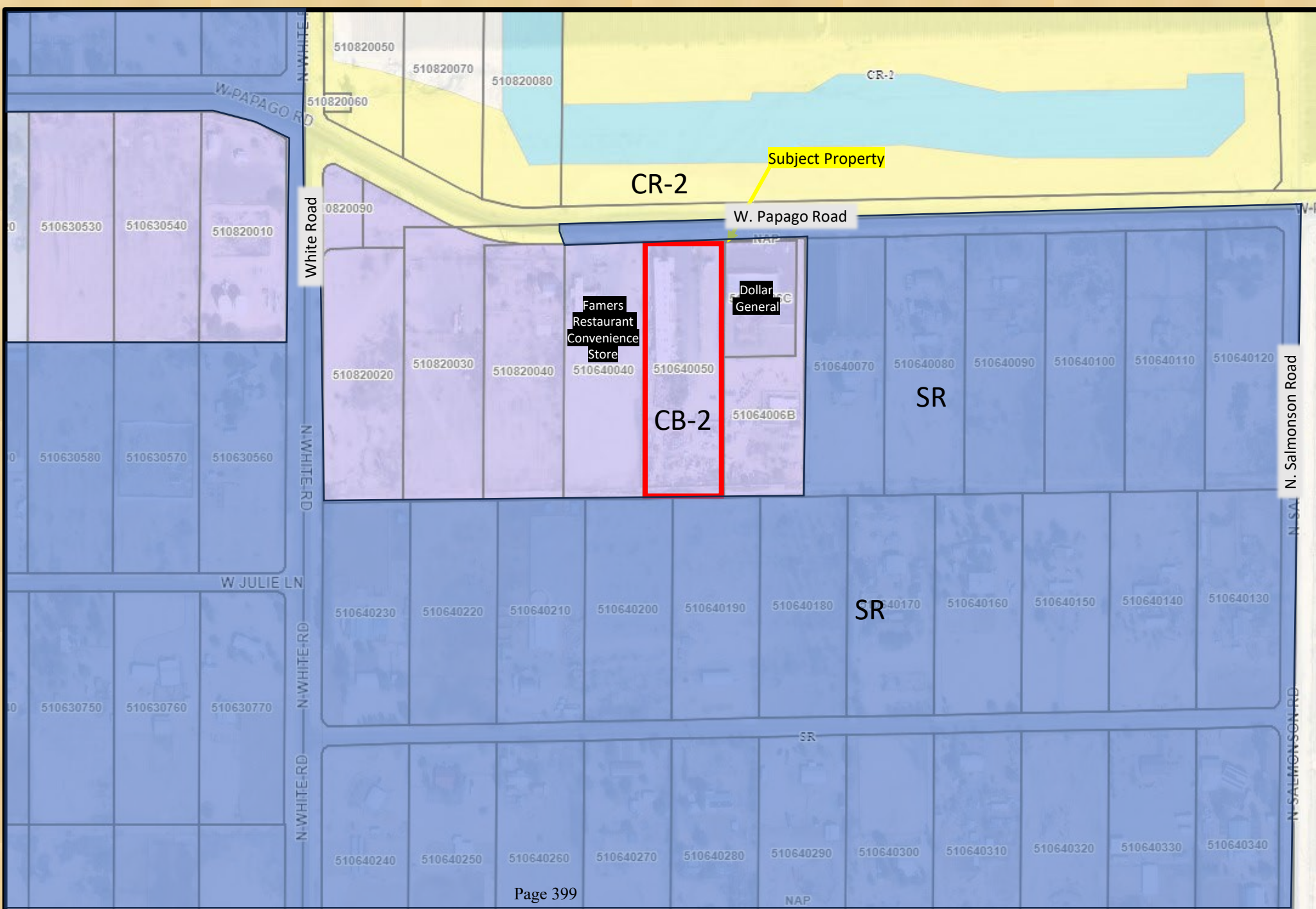
February 5, 2025

Context

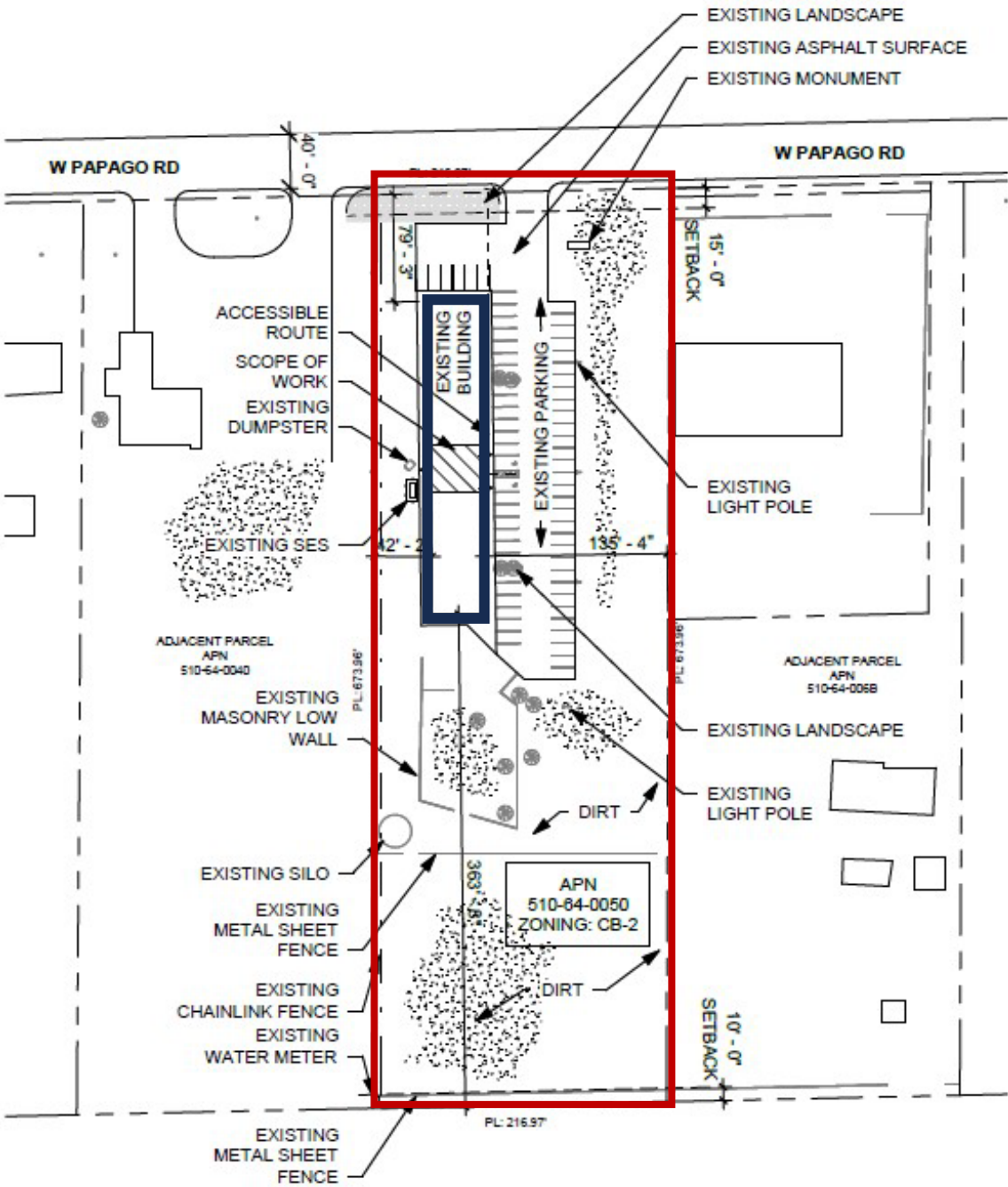


Zoning

CB-2 Rezoning to C-3



Site Plan



Dispensary 2,220 sq ft

	papago cantina				Rob's C- Store	
patio						
Raceway Bar	3200	800	1000	Proposed Dispensary	800	1600
Suite #	7	6	5		2	1
SF						

Interior



Security



Thank You!

Questions



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 10

Dept. #: 316

Dept. Name: Community Development

Director: Brent Billingsley

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Public Hearing and discussion/approval/disapproval of Resolution No. 2025-SUP-009-24, a Resolution approving case SUP-009-24, Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, P.C., applicant requesting approval of a Special Use Permit to operate a marijuana dispensary on a 3.3± acre parcel in the Commercial Zoning District (C-3); situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal County. The Planning and Zoning Commission recommended approval unanimously (8-0) of case SUP-009-24 with fifteen (15) stipulations. Supervisor District #1. (Sangeeta Deokar/Brent Billingsley)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

No Recommendation

History

Time	Who	Approval
1/29/2025 3:14 PM	County Attorney	Yes
1/29/2025 4:18 PM	County Manager	Yes
1/29/2025 4:25 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

[Resolution- 2025 SUP-009-24](#)

[Staff Report](#)

[Reference page](#)

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. 2025-SUP-009-24

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS, APPROVING A SPECIAL USE PERMIT FOR PROPERTY LOCATED EAST OF N. WHITE ROAD, AND SOUTH ALONG W. PAPAGO ROAD IN UNINCORPORATED PINAL COUNTY NEAR THE CITY OF MARICOPA (TAX PARCEL 510-64-005), TO OPERATE A MARIJUANA DISPENSARY ON A 3.3± ACRE SITE, AS REQUESTED IN PINAL COUNTY COMMUNITY DEVELOPMENT DEPARTMENT CASE NO. SUP-009-24; ESTABLISHING AN EFFECTIVE DATE; AND DIRECTING ITS PUBLICATION.

WHEREAS, the Pinal County Board of Supervisors (the “**Board**”) is authorized, pursuant to the Pinal County Development Services Code § 2.151.010 to approve Special Use Permits in order to ensure and protect the public health, safety, convenience, and general welfare; and,

WHEREAS, on March 29, 2024, the Pinal County Community Development Department received an application from Rand Del Cotto, Papago Properties LLC, landowner, and Larry Lazarus, Lazarus & Silvyn, P.C. agent, requesting a Special Use Permit (SUP) on a 3.3± acre parcel located east of N. White Road, and south along W. Papago Road in unincorporated Pinal County near the city of Maricopa (tax parcel 510-64-005), and legally described in the attached **Exhibit “A”** (the “**Property**”), for operating a marijuana dispensary on the Property (the “**SUP Application**”); and,

WHEREAS, on December 19, 2024, the Pinal County Planning and Zoning Commission held a public hearing on the SUP Application, under case no. SUP-009-24, and following the public hearing, voted 8-0 in favor of forwarding a recommendation of approval of the SUP Application to the Board with fifteen (15) Stipulations (the “**Stipulations**”).

NOW, THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors, that the SUP Application is hereby approved for the Property, subject to the fifteen (15) Stipulations set forth in **Exhibit “B”**.

///

///

///

[Signatures appear on the following page.]

RESOLUTION NO. 2025-SUP-009-24

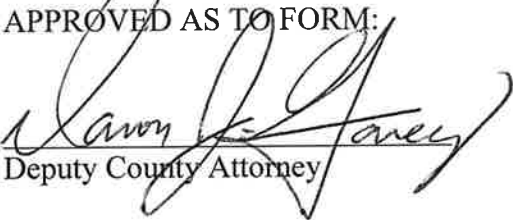
PASSED AND ADOPTED this 5th day of February 2025, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chairman of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

EXHIBIT "A"

TO

RESOLUTION NO. 2025-SUP-009-24

[Legal Description of the Property]

PARCEL NO

APN # 510-64-005

Lot 93 of Papago Buttes Rancho Unit Two, according to the map of record in the office of the County Recorder of Pinal County, Arizona in Book 18 of Maps and Plats at Page 27.

EXHIBIT "B"

TO

RESOLUTION NO. 2025-SUP-009-24

[Stipulations of Approval]

1. Special Use Permit approval is issued to the land for a period of maximum of five (5) years from the date of approval by the Board of Supervisors, Applicant will require to reapply permit at the end of 5 years per Pinal County Developments services code 2.191.010 (A)(3);
2. Special Use Permit approval is contingent on approval of the zone change (PZ-022-24);
3. Approval of this zone change (SUP-009-24) will require, at the time of application for development, that the applicant/owner submit and secure from the applicable and appropriate Federal, State, County and Local regulatory agencies, all required applications, plans, permits, supporting documentation and approvals.
4. The applicant/property owner shall meet the requirements of the International Fire Code, as adopted by Pinal County and administered by the Pinal County Building Safety Department;
5. The applicant is responsible for complying with all requirements/licenses for Medical Marijuana dispensary as required by DHS regulations prior to start/operate business.
6. All proposed outdoor lighting must conform to the Lighting Zone 3 requirements of the Pinal County Development Services Code;
7. Dust registration is required if 0.1 acres or more land is disturbed;
8. All construction activity must conform to the earthmoving activity requirements of the Pinal County Air Quality Control District;
9. A drainage report will be required to be submitted to the County Engineer at the time of Site Plan submittal for review and approval. The drainage report shall include a drainage plan that complies with the current Pinal County Drainage Manual and shall be approved prior to the Site Plan approval. The approved Drainage Report and drainage plan shall include provisions to accommodate offsite runoff and shall provide retention for storm waters in an onsite retention/common retention area or as approved by the County Engineer;
10. A Traffic Impact Analysis (TIA) or Traffic Impact Statement (TIS) will be required to be submitted to the County Engineer at the time of Tentative Plat or Site Plan submittal for review and approval. All peripheral road and infrastructure improvements shall be per the approved Traffic Impact Analysis to mitigate impacts on all surrounding roadways to be completed at the developer's cost. These may include construction of acceleration/deceleration lanes, left turn pockets, traffic signals or other public improvements as approved by the County Engineer. The TIA shall be in accordance with the current Pinal County TIA Guidelines and Procedures and shall be approved prior to the Tentative Plat approval;

11. Any additional right-of-way dedications needed for any required infrastructure improvements (as identified in the approved Traffic Impact Analysis) for any roadways shall be the responsibility of the applicant. All roadway and infrastructure improvements shall be in accordance with the current Pinal County Subdivision Standards or as approved by the County Engineer;
12. All right-of-way dedication shall be free and unencumbered;
13. Any roadway sections, alignments, access locations, and access movements shown in the rezoning application are conceptual only and have not been approved by the Pinal County Engineer;
14. Drainage/irrigation canals/ditches in project-dedicated Right of Way, will be required to be under grounded prior to dedication; and
15. If offsite improvements are required to be completed by the project per the Traffic or Drainage report, an offsite plan for the improvement is required with the first submittal of the site plans.

MEETING DATE: FEBRUARY 5, 2025

TO: PINAL COUNTY BOARD OF SUPERVISORS

CASE NO.: **SUP-009-24 NIRVANA CENTER- SPECIAL USE PERMIT**

CASE COORDINATOR: SANGEETA DEOKAR, SENIOR PLANNER

Executive Summary:

Larry Lazarus, Lazarus & Silvyn, P.C., applicant, on behalf of Rand Del Cotto, Papago Properties LLC, landowner, is requesting approval of a Special Use Permit along with a rezone application to allow for a marijuana dispensary, on 3.3± acres of land, located east of N. White Road and south along W Papago Road in unincorporated Pinal County in the vicinity of the City of Maricopa.

If This Request is Approved:

The applicant will proceed to submission of a site plan for staff review and approval if they request additions to the building structure and/or site improvements.

Items for Boards consideration:

- Proposal is for a Special Use Permit to operate ‘Nirvana Center’- a medical Marijuana Dispensary in an existing commercial building
- The proposal has a companion application for a rezone from General Business Zone (CB-2) to General Commercial Zoning District (C-3)
- The property is developed and has legal access.
- No letters of concern have been received for the Special Use Permit proposal.

Commission Recommendation:

- At the Dec 19th Planning and Zoning meeting, the Commission recommended conditional approval on an 8 to 0 vote, for the Special Use Permit to the Board of Supervisors subject to the 15 stipulations provided below:

SUP-009-24 Stipulations:

1. Special Use Permit approval is issued to the land for a period of maximum of five (5) years from the date of approval by the Board of Supervisors, Applicant will require to reapply permit at the end of 5 years per Pinal County Developments services code 2.191.010 (A)(3);
2. Special Use Permit approval is contingent on approval of the zone change (PZ-022-24);
3. Approval of this zone change (**SUP-009-24**) will require, at the time of application for development, that the applicant/owner submit and secure from the applicable and appropriate Federal, State, County and Local regulatory agencies, all required applications, plans, permits, supporting documentation and approvals.
4. The applicant/property owner shall meet the requirements of the International Fire Code, as adopted by Pinal County and administered by the Pinal County Building Safety Department;

DEVELOPMENT SERVICES
COMMUNITY DEVELOPMENT -Planning Division

85 N Florence Street, First Floor, PO Box 749, Florence, AZ 85132 T 520-866-6442 FREE 888-431-1311 F 520-866-6530
www.pinalcountyz.gov

5. The applicant is responsible for complying with all requirements/licenses for Medical Marijuana dispensary as required by DHS regulations prior to start/operate business.
6. All proposed outdoor lighting must conform to the Lighting Zone 3 requirements of the Pinal County Development Services Code;
7. Dust registration is required if 0.1 acres or more land is disturbed;
8. All construction activity must conform to the earthmoving activity requirements of the Pinal County Air Quality Control District;
9. A drainage report will be required to be submitted to the County Engineer at the time of Site Plan submittal for review and approval. The drainage report shall include a drainage plan that complies with the current Pinal County Drainage Manual and shall be approved prior to the Site Plan approval. The approved Drainage Report and drainage plan shall include provisions to accommodate offsite runoff and shall provide retention for storm waters in an onsite retention/common retention area or as approved by the County Engineer;
10. A Traffic Impact Analysis (TIA) or Traffic Impact Statement (TIS) will be required to be submitted to the County Engineer at the time of Tentative Plat or Site Plan submittal for review and approval. All peripheral road and infrastructure improvements shall be per the approved Traffic Impact Analysis to mitigate impacts on all surrounding roadways to be completed at the developer's cost. These may include construction of acceleration/deceleration lanes, left turn pockets, traffic signals or other public improvements as approved by the County Engineer. The TIA shall be in accordance with the current Pinal County TIA Guidelines and Procedures and shall be approved prior to the Tentative Plat approval;
11. Any additional right-of-way dedications needed for any required infrastructure improvements (as identified in the approved Traffic Impact Analysis) for any roadways shall be the responsibility of the applicant. All roadway and infrastructure improvements shall be in accordance with the current Pinal County Subdivision Standards or as approved by the County Engineer.
12. All right-of-way dedication shall be free and unencumbered;
13. Any roadway sections, alignments, access locations, and access movements shown in the rezoning application are conceptual only and have not been approved by the Pinal County Engineer;
14. Drainage/irrigation canals/ditches in project-dedicated Right of Way, will be required to be under grounded prior to dedication; and
15. If offsite improvements are required to be completed by the project per the Traffic or Drainage report, an offsite plan for the improvement is required with the first submittal of the site plans.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

PINAL COUNTY PLANNING AND ZONING COMMISSION
(PO NUMBER 252269)

Regular Meeting
9:00 a.m.
Thursday, December 19, 2024

Pinal County Administrative Complex
Emergency Operations Center
85 North Florence Street, Florence, Arizona

INDEX:

CALL TO ORDER & ROLL CALL: pp. 1-2

PLANNING MANAGER REPORT: pp. 2-8

NEW CASES:

- PZ-022-24 & SUP-009-24 - pp. 8-18
- PZ-PA-016-23, PZ-054-23 & PZ-PD-024-23 - pp. 18-48

CALL TO THE COMMISSION - pp. 48-50

ADJOURNMENT: pp. 50-51

TRANSCRIPTION PROVIDED BY

Julie A. Fish
Quick Response Transcription Services
829 East Windsor Avenue
Phoenix, Arizona 85006
602-561-2283

ORIGINAL PREPARED FOR:
PINAL COUNTY, ARIZONA

1 MENNENGA: Oh, right.

2 KLOB: It's the gift that keeps on giving.

3 MENNENGA: Yeah. Obviously. No doubt.

4 BILLINGSLEY: The zoning code is the gift that keeps
5 on giving.

6 MENNENGA: Well, I saw last month or so of somebody
7 had a really nice black shirt with Pinal County, I thought
8 boy, that would be a nice Christmas. All right, so let's get
9 started. All right, first case, PZ-022-24. Sangeeta.
10 Commissioner Del Cotto.

11 DEL COTTO: Chair, if I could, I'd like to recuse
12 myself and step down off of the Commission.

13 MENNENGA: Please do. All right, thank you. Okay.

14 DEOKAR: Thank you Chairman, Vice Chair and
15 Commission Members. Sangeeta Deokar, Senior Planner, Planning
16 Division, presenting the two cases. It's a rezone and a
17 special use permit. It's going hand in hand, the rezone and
18 the special use permit, which is PZ-022-24 and SUP-009-24, the
19 Nirvana Center medical marijuana dispensary. The proposal, as
20 I said, it goes hand in hand. It's a rezone from General
21 Business zone, that is CB-2 which is existing, to the C-3
22 Commercial zoning district. And along with that is the
23 special use permit request to operate the marijuana
24 dispensary. The size for this proposal is 3.3 acres.
25 Location is south along West Papago Road, east of North White

1 Road in Maricopa in the unincorporated Pinal County. We have
2 Michelle Green from Lazarus Silvyn, and who's representing the
3 owner, Del Cotto, Papago Properties LLC. This is the County
4 map showing the location. One can see that it is in the
5 Maricopa area, and to the west side of the County shown with a
6 red star. The vicinity map, showing again the location and
7 the surrounding land uses. One can see that it's CR-3 on the
8 north side. We have SR to the south, however, this property
9 is part of CB-2 zoning. There are a couple of properties
10 along that junction with the CB-2 zoning. And further zooming
11 into this, the aerial map showing the already developed site
12 which has the commercial center developed, and when I show you
13 on the next slide, this is what I was referring to in terms of
14 zoning, that it is part of the CB-2 zoning. South is SR, the
15 Suburban Ranch zone, and to the north of Papago Road is the
16 CR-3 zoning. This is the site plan of the Nirvana Center,
17 which is requesting the rezone and the special use permit.
18 One can see that this is an existing site, a developed site,
19 with access from the Papago Road on the north, showing the
20 main access. The existing commercial center, which is
21 permitted in 1988. There are existing 64 parking spots, along
22 with the ADA parking. Existing trash enclosure to the west
23 side of this building, there's partial fencing on the property
24 to the west and to the south, and the portion that has been
25 marked with a yellow is the portion of suites, 4A and 4B, that

1 would be requesting housing for the new Nirvana dispensary.
2 One can also see that to the east side of this property is the
3 Dollar General, and to the west side is the convenience store
4 which is already operational. Some photos to the north,
5 that's the Papago Road and the access into the complex. To
6 the south into the property, and one can see that the
7 convenience store, the dollar store, is to the left of this
8 image. And to the right is the convenience store. You can
9 see the site posting. Looking east. And west. Some items
10 for the Commission's consideration. The parcel was zoned CB-
11 2, and the commercial building was permitted a long time back,
12 in 1988. Marijuana dispensaries was interpreted as allowed
13 use under the CB-2 zone with a special use permit. A
14 Ponderosa Releaf dispensary was operational and was operating
15 under the SUP-001-15 and SUP-011-16. Both of them expired
16 within those two years when they were issued, and they moved
17 to a new location and leaving this areas of 4A and 4B, the
18 suites, empty and leaving people who were depending on the
19 dispensary, you know, having no access, actually. The code
20 update in 2012 allowed marijuana dispensaries only in C-3
21 zoning with the special use permit, and that left the current
22 CB-2 zoning kind of incompatible with the use that is
23 requested by the applicant. Therefore, the applicant is
24 requesting C-3 zoning per code requirements, along with a
25 special use permit to allow the new Nirvana Center in the same

1 location where the prior dispensary was. We have received no
2 letters of opposition. And as stated in the staff reports,
3 the PZ-022-24 has 15 stipulations, and the SUP-009 has 24
4 stipulation - sorry, 17 stipulations. There was a request by
5 the applicant to eliminate or remove two stipulations since
6 the site is already developed, which is, I can share with you.
7 For the first case, which is the rezone - and I'm going to
8 pull up those stipulations on the screen for your reference.
9 Stipulation number 7, which is basically talking about the
10 right-of-way dedications, and stipulation number 10, that is
11 access road - two permanent access points to be removed. This
12 has been discussed with the applicant and with Public Works
13 relating to removal of this. The County Engineer has agreed
14 since the site is developed. So that's the request from the
15 applicant for this case, and I would move forward with
16 stipulations for the SUP. And it is the same stipulations
17 that is being requested to be removed. In this case, the
18 stipulations would be number 9 and number 12. And those are
19 the same ones as the rezone, which is the access points, that
20 is two permanent access points, and the right-of-way
21 dedication. I'm open for any questions. We also have a small
22 presentation from the applicant and -

23 MENNENGA: Any questions? Commissioner Mooney.

24 MOONEY: Changing from CB-2 to C-3, the two
25 stipulations that they wanted removed, how does that affect

1 changing? I understand it's an existing location, but now
2 changing the zoning.

3 DEOKAR: Yes, this has been discussed with the
4 County Engineer and the County Engineer agrees that those
5 actually may not be valid in the sense, because of the
6 operations of the commercial center already being there with
7 the requirements for development, whether it is retention,
8 access and all of that has been already taken care of.

9 MOONEY: Okay, thank you.

10 MENNENGA: Any other questions?

11 KLOB: Through the Chair.

12 MENNENGA: Commissioner Klob.

13 KLOB: Sangeeta, thank you for your presentation.
14 Question that I have is, so this project was - the zoning
15 change on this in what, was it 2012.

16 DEOKAR: 2012, yes.

17 KLOB: And we're getting ready to have another major
18 comprehensive zoning change. My concern is, for this, you
19 know, for the applicant and the user, as the zoning changes to
20 our, you know, hopefully our new zoning here next year, is
21 this - are they going have to come back again when the SUP
22 comes up to rezone yet again to meet our new, or is everything
23 going to fall in line directly with the new zoning, provided
24 it's approved?

25 BILLINGSLEY: Absolutely fantastic question. The

1 beautiful thing -

2 KLOB: And it's a question that I think we're going
3 to be asking a lot here in the next several months.

4 BILLINGSLEY: Sure. The beautiful thing about our
5 zoning code update is it eliminates the old zoning categories
6 and goes with the 2012 categories. So they're going to be
7 good. It's consistent, C-3 is consistent from the 2012 update
8 to the current update, they're good to go.

9 KLOB: I just wanted to make sure that they wouldn't
10 have to go through this process yet again, they've already
11 kind of - you know, they didn't do anything wrong, it's just
12 we changed. So thank you.

13 MENNENGA: Okay, any other questions? Okay, the
14 applicant, please.

15 LAZARUS: For the record, my name is Larry Lazarus.
16 My office is in Phoenix, Arizona, 206 East Virginia in
17 Phoenix. I'll try not to be too repetitious. I think we do
18 have some slides that we were going to show as well, if you
19 want to bring those up. Thank you. So obviously it's an
20 application not only to rezone, but also the special use
21 permit for this Ponderosa Leaf dispensary. Nirvana Centers is
22 a multi-state cannabis company. They have nine dispensaries
23 in Arizona, 14 in the State of Michigan, one in Maryland and
24 one in New Mexico. They've been in business since 2011. With
25 me today is Michelle Green, who is my senior land use planner,

1 who has been doing a lot of legwork on this particular case
2 with the staff. Property is located, as you indicated, 49237
3 West Papago. The next slide, please.

4 ??: (Inaudible).

5 LAZARUS: I am? Oh, look at this. You're asking me
6 to multitask now? Okay. I'm not good at - my wife tells me
7 I'm not good at that. The property is located on the south
8 side of Papago Road between White and Salmonson Roads. The
9 Dollar General store is to the east, Farmers Restaurant and
10 Convenience store is to the west, and the residential property
11 to the south, and farming to the north. Originally when we
12 filed our application for the special use permit in November
13 of 2023, we held a neighborhood meeting at the dispensary on
14 February 24th. We had five attendees, all five supported the
15 application. When we filed the formal application, we found
16 out that there was an issue, as was noted, between the zoning
17 that we had before and the zoning that we had now, and so it
18 is not allowed any longer in CB-2 zoning, and we had to go to
19 CB-3. So the County indicated that previously we had two zone
20 - even though we had two zoning permits for the dispensary
21 under our CB-2 zoning, that change of zoning created this
22 situation. We went ahead and we reapplied for the zoning,
23 rezoning and the permit. The next slide actually - I'm moving
24 through a lot of this, so you know, I don't want to be
25 repetitious if I can get this thing going. I told you I

1 couldn't multi-task. This slide shows the zoning surrounding
2 the property. Light purple color is commercially-zoned
3 property. The Dollar General store, as I said, is immediately
4 to the east, to the west, and along Papago Road. The property
5 in the blue is zoned Suburban Ranch, and then you've got
6 agriculture and residential uses to the north of the property.
7 This slide shows the actual site plan. We are not proposing
8 to change anything to this site as it exists. As you can see,
9 the commercial building here with the entrance from Papago
10 Road and the parking along the front of the building. We are
11 only changing the internal use of the building. There's 64
12 parking spaces, we only need six according to the ordinance.
13 The dispensary is planned in the same location as previous,
14 except there's a slight deviation, and then we're adding a
15 couple more square foot in a reptile store that was within
16 that particular internal configuration. We had no opposition.
17 As I said, the neighborhood meeting on February 21st there were
18 five attendees, all supported it. The second neighborhood
19 meeting for the rezoning was held on September 11th after we
20 had to rezone the property. Again, five people showed up,
21 different five people, and all of them were supporting it.
22 Many of them indicated that they were appreciative because
23 they had lost the prior dispensary and it was many, many miles
24 away from where they could access another one. We talked
25 about the standard stipulations. We'd like to recommend, and

1 we're asking as has been stated, to remove stipulation number
2 7 because the requirement for dedication right-of-way should
3 not be imposed on a site plan that already exists. And
4 stipulation number 10, two access points. As you can see, the
5 property's long and narrow, with one access point exists today
6 and has existed for years. A stipulation we don't think would
7 be appropriate, and I think staff agrees with us. With that -
8 and by the way, the two stipulations on the special use permit
9 are the same as the one on the zoning that we're asking, for
10 the same reasons. I'd be happy to answer any questions that
11 you have. I moved through this very quickly because staff did
12 such a great job in presenting our case.

13 MENNENGA: Any questions? Okay. Thank you.

14 LAZARUS: Thank you very much.

15 MENNENGA: Coming back to the - or any questions for
16 staff after that? So moving back to the Commission, looks
17 pretty straightforward. So we do need to have a public
18 hearing. So at this point, let's open up the public hearing
19 for case PZ-022-24 and case SUP-009-24. Anyone want to speak
20 to these two issues? Anyone at all? Okay, with that, we're
21 going to close the public hearing on PZ-022-24 and case SUP-
22 009-24, and come back to the Commission. What's your
23 pleasure? Is there a motion?

24 MOONEY: If I may.

25 MENNENGA: Commissioner Mooney.

1 MOONEY: I move the Pinal County Planning and Zoning
2 Commission forward a recommendation of conditional approval to
3 the Board of Supervisors with 13 stipulations, removing
4 stipulation number 10 and - excuse me, number 7 and number 10.

5 MENNENGA: Second?

6 KLOB: I'll second.

7 MENNENGA: All right, got a motion and a second,
8 everyone in favor?

9 COLLECTIVE: Aye.

10 MENNENGA: Any opposed? No opposed. Okay, there
11 are two cases here, so we need to move on to the next one,
12 SUP-009-24. Commissioner Mooney?

13 MOONEY: I gotta get to the page, sorry.

14 MENNENGA: Do me a - mention the case number on your
15 motion, okay?

16 MOONEY: Oh, I didn't do that? I'm so sorry.

17 MENNENGA: That's okay.

18 MOONEY: Sorry, I'm just getting to the page. I
19 can't jump to it. I move the Pinal County Planning and Zoning
20 Commission forward a recommendation of conditional approval to
21 the Board of Supervisors for SUP-009-24 with 15 stipulations,
22 again removing stipulation number 7 and number 10.

23 BILLINGSLEY: Commissioner Mooney, on this
24 particular item, I believe the request for removal were
25 stipulation number 9 and stipulation number 12. They're not

1 the same numbers as the previous -

2 MOONEY: I'm sorry, he said - the gentlemen said
3 that. Number 9 and number 12.

4 MENNENGA: Okay, I have a motion, a second?

5 KLOB: I'll second.

6 MENNENGA: Second. (Inaudible) public hearing, so
7 yeah. All in favor?

8 COLLECTIVE: Aye.

9 MENNENGA: Any opposed? Both pass unanimously.

10 DEOKAR: Thank you.

11 MENNENGA: Good, no problem. Okay, case PZ-PA-016-
12 23.

13 GAREY: Chairman Mennenga, if I may. Good morning,
14 Daron Garey, County Attorney's Office. I believe the next
15 three matters - and staff can correct me if I'm wrong - are
16 being heard together, and if that's the case, my
17 recommendation would be that the Chair call all three cases by
18 case number and name of the applicant prior to beginning, so
19 that way we know all three cases are being called.

20 MENNENGA: As far as a public hearing part?

21 GAREY: I would - well that's important too, and I
22 noticed the Chair, you did that prior to - make it clear that
23 the public knows that they're commenting on all. But just for
24 the record, to keep the record clear, if you would call all
25 three matters, that way we know they're all being opened up

EXHIBIT "A"
TO
RESOLUTION NO. 2025-SUP-009-24
[Legal Description of the Property]

PARCEL NO

APN # 510-64-005

Lot 93 of Papago Buttes Rancho Unit Two, according to the map of record in the office of the County Recorder of Pinal County, Arizona in Book 18 of Maps and Plats at Page 27.

EXHIBIT B

SUP-009-24 STIPULATIONS:

1. Special Use Permit approval is issued to the land for a period of maximum of five (5) years from the date of approval by the Board of Supervisors, Applicant will require to reapply permit at the end of 5 years per Pinal County Developments services code 2.191.010 (A)(3);
2. Special Use Permit approval is contingent on approval of the zone change (PZ-022-24);
3. Approval of this zone change (**SUP-009-24**) will require, at the time of application for development, that the applicant/owner submit and secure from the applicable and appropriate Federal, State, County and Local regulatory agencies, all required applications, plans, permits, supporting documentation and approvals.
4. The applicant/property owner shall meet the requirements of the International Fire Code, as adopted by Pinal County and administered by the Pinal County Building Safety Department;
5. The applicant is responsible for complying with all requirements/licenses for Medical Marijuana dispensary as required by DHS regulations prior to start/operate business.
6. All proposed outdoor lighting must conform to the Lighting Zone 3 requirements of the Pinal County Development Services Code;
7. Dust registration is required if 0.1 acres or more land is disturbed;
8. All construction activity must conform to the earthmoving activity requirements of the Pinal County Air Quality Control District;
9. A drainage report will be required to be submitted to the County Engineer at the time of Site Plan submittal for review and approval. The drainage report shall include a drainage plan that complies with the current Pinal County Drainage Manual and shall be approved prior to the Site Plan approval. The approved Drainage Report and drainage plan shall include provisions to accommodate offsite runoff and shall provide retention for storm waters in an onsite retention/common retention area or as approved by the County Engineer;
10. A Traffic Impact Analysis (TIA) or Traffic Impact Statement (TIS) will be required to be submitted to the County Engineer at the time of Tentative Plat or Site Plan submittal for review and approval. All peripheral road and infrastructure improvements shall be per the approved Traffic Impact Analysis to mitigate impacts on all surrounding roadways to be completed at the developer's cost. These may include construction of acceleration/deceleration lanes, left turn pockets, traffic signals or other public improvements as approved by the County Engineer. The TIA shall be in accordance with the current Pinal County TIA Guidelines and Procedures and shall be approved prior to the Tentative Plat approval;
11. Any additional right-of-way dedications needed for any required infrastructure improvements (as identified in the approved Traffic Impact Analysis) for any roadways shall be the

responsibility of the applicant. All roadway and infrastructure improvements shall be in accordance with the current Pinal County Subdivision Standards or as approved by the County Engineer.

12. All right-of-way dedication shall be free and unencumbered;
13. Any roadway sections, alignments, access locations, and access movements shown in the rezoning application are conceptual only and have not been approved by the Pinal County Engineer;
14. Drainage/irrigation canals/ditches in project-dedicated Right of Way, will be required to be under grounded prior to dedication; and
15. If offsite improvements are required to be completed by the project per the Traffic or Drainage report, an offsite plan for the improvement is required with the first submittal of the site plans.

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Jesse Sassaman, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Pinal Central Dispatch, a newspaper published at Casa Grande, Pinal County, Arizona, Thursday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for 1 issues. The publications thereof having been on the following dates:

PUBLICATION DATES:

Jan. 9, 2025

NOTICE ID: kpbLhuO6k3Z01PzPBJBs

NOTICE NAME: SUP-009-24

(Signed) Jesse Sassaman



VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 01/09/2025

J. Tra

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY BOARD OF SUPERVISORS AT 9:30 A.M.ON THE 5th DAY OF FEBRUARY, 2025, AT THE PINAL COUNTY ADMINISTRATIVE COMPLEX, IN THE BOARD OF SUPERVISORS HEARING ROOM, 135 N. PINAL STREET, TO CONSIDER THE APPLICATION FOR A SPECIAL USE PERMIT IN AN UNINCORPORATED AREA OF PINAL COUNTY, ARIZONA: SUP-009-24 - PUBLIC HEARING/ ACTION: Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, PC., applicant requesting approval of a Special Use Permit to operate a marijuana dispensary on a 3.3± acre parcel in the Commercial Zoning District (C-3); situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal county. ALL PERSONS INTERESTED IN THIS MATTER MAY APPEAR AND SPEAK AT THE PUBLIC HEARING AT THE DATE, TIME AND PLACE DESIGNATED ABOVE. DOCUMENTS PERTAINING TO THIS CASE CAN BE FOUND ON THE NOTICE OF HEARING PAGE FOR THE P&Z COMMISSION AT: DATED on the 26th day of December, 2024, Pinal County Planning & Development Dept. <https://www.pinal.gov/236/Notice-of-Hearings> TO QUALIFY FOR FURTHER NOTIFICATION IN THIS LAND USE MATTER YOU MUST FILE WITH THE PLANNING DEPARTMENT A WRITTEN STATEMENT OF SUPPORT OR OPPOSITION TO THE SUBJECT APPLICATION. YOUR STATEMENT MUST CONTAIN THE FOLLOWING INFORMATION:
1) Planning Case Number (see above)
2) Your name, address, telephone number, and property tax parcel number (Print or type)
3) A brief statement of reasons for supporting or opposing the request
4) Whether or not you wish to appear and be heard at the hearing
PROTESTS TO THE REZONING AND/OR PAD OVERLAY ZONE BY 20% OF THE PROPERTY OWNERS BY AREA AND NUMBER WITHIN 300 FEET OF THE PROPERTY PROPOSED FOR REZONING, WILL REQUIRE AN AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL MEMBERS OF THE BOARD OF SUPERVISORS FOR APPROVAL. WRITTEN STATEMENTS MUST BE FILED WITH: PINAL COUNTY COMMUNITY DEVELOPMENT DEPARTMENT, PO BOX 749, FLORENCE, AZ 85132

Contact for this matter: Sangeeta
Deokar, Senior Planner, E-mail
Address: Sangeeta.deokar@pinal.
gov
Phone # (520) 866-6641
No. of publications: 1: date of
publication: Jan 09, 2025

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY BOARD OF SUPERVISORS AT 9:30 A.M.ON THE **5th DAY OF FEBRUARY, 2025**, AT THE PINAL COUNTY ADMINISTRATIVE COMPLEX, IN THE BOARD OF SUPERVISORS HEARING ROOM, 135 N. PINAL STREET, TO CONSIDER THE APPLICATION FOR **A SPECIAL USE PERMIT** IN AN UNINCORPORATED AREA OF PINAL COUNTY, ARIZONA:

SUP-009-24 – PUBLIC HEARING/ACTION: Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, P.C., applicant requesting approval of a Special Use Permit to operate a marijuana dispensary on a 3.3± acre parcel in the **Commercial Zoning District (C-3)**; situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal county.

ALL PERSONS INTERESTED IN THIS MATTER MAY APPEAR AND SPEAK AT THE PUBLIC HEARING AT THE DATE, TIME AND PLACE DESIGNATED ABOVE. DOCUMENTS PERTAINING TO THIS CASE CAN BE FOUND ON THE NOTICE OF HEARING PAGE FOR THE P&Z COMMISSION AT:

DATED on the 26th day of December, 2024, Pinal County Planning & Development Dept.

<https://www.pinal.gov/236/Notice-of-Hearings>

TO QUALIFY FOR FURTHER NOTIFICATION IN THIS LAND USE MATTER YOU MUST FILE WITH THE PLANNING DEPARTMENT A WRITTEN STATEMENT OF SUPPORT OR OPPOSITION TO THE SUBJECT APPLICATION. YOUR STATEMENT **MUST** CONTAIN THE FOLLOWING INFORMATION:

- 1) Planning Case Number (see above)
- 2) Your name, address, telephone number, and property tax parcel number (**Print or type**)
- 3) A brief statement of reasons for supporting or opposing the request
- 4) Whether or not you wish to appear and be heard at the hearing

PROTESTS TO THE REZONING AND/OR PAD OVERLAY ZONE BY 20% OF THE PROPERTY OWNERS BY AREA AND NUMBER WITHIN 300 FEET OF THE PROPERTY PROPOSED FOR REZONING, WILL REQUIRE AN AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL MEMBERS OF THE BOARD OF SUPERVISORS FOR APPROVAL.

WRITTEN STATEMENTS MUST BE FILED WITH: PINAL COUNTY COMMUNITY DEVELOPMENT DEPARTMENT, PO BOX 749, FLORENCE, AZ 85132

Contact for this matter: Sangeeta Deokar, Senior Planner,
E-mail Address: Sangeeta.deokar@pinal.gov
Phone # (520) 866-6641

PUBLISHED ONCE:

Pinal Central Dispatch

MEETING DATE: DECEMBER 19, 2024

TO: PLANNING AND ZONING COMMISSION

CASE NO.: **SUP-009-24 NIRVANA CENTER- SPECIAL USE PERMIT**

CASE COORDINATOR: SANGEETA DEOKAR, SENIOR PLANNER

Executive Summary:

Larry Lazarus, Lazarus & Silvyn, P.C., applicant, on behalf of Rand Del Cotto, Papago Properties LLC, owner, is requesting approval of a Special Use Permit along with rezone application to allow for a marijuana dispensary, on 3.3± acres of land, located east of N White Road and south along W Papago Road in Maricopa, unincorporated area of Pinal County.

If This Request is Approved:

The applicant will proceed to submission of a site plan for staff review and approval if they request additions to the Building structure and/or site improvements.

LEGAL DESCRIPTION: A portion of Section 19, Township 05 South, Range 03 East of G&SRB&M, more specifically Lot 93 of Papago Buttes Rancho Unit Two, in Book 18 of Maps and Plats at Page 27, generally located east of N White Road and south along W Papago Road in Maricopa, unincorporated area of Pinal County.

REQUESTED ACTION & PURPOSE:

SUP-009-24 – PUBLIC HEARING/ACTION: Larry Lazarus, Lazarus & Silvyn, P.C., applicant, on behalf of Rand Del Cotto, Papago Properties LLC, owner, is requesting approval of a **Special Use Permit** to operate a marijuana dispensary on a 3.3± acre parcel in the Commercial Zoning District (C-3); situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona and more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005, generally located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal county.

LOCATION:

The subject site is located east of N White Road, and south along W Papago Road in Maricopa, approximately three miles west of Highway 347, in an unincorporated area of Pinal County.

SIZE:

3.3± acres

COMPREHENSIVE PLAN:

The existing Comprehensive Plan land use designation for the property is Moderate Low Density (1-3.5du/ac).

EXISTING ZONING AND LAND USE:



The subject parcels are currently zoned General Business District (CB-2) under the zoning case PZ-430-74. Properties to the north and south are residential. This parcel is developed with a commercial retail center.

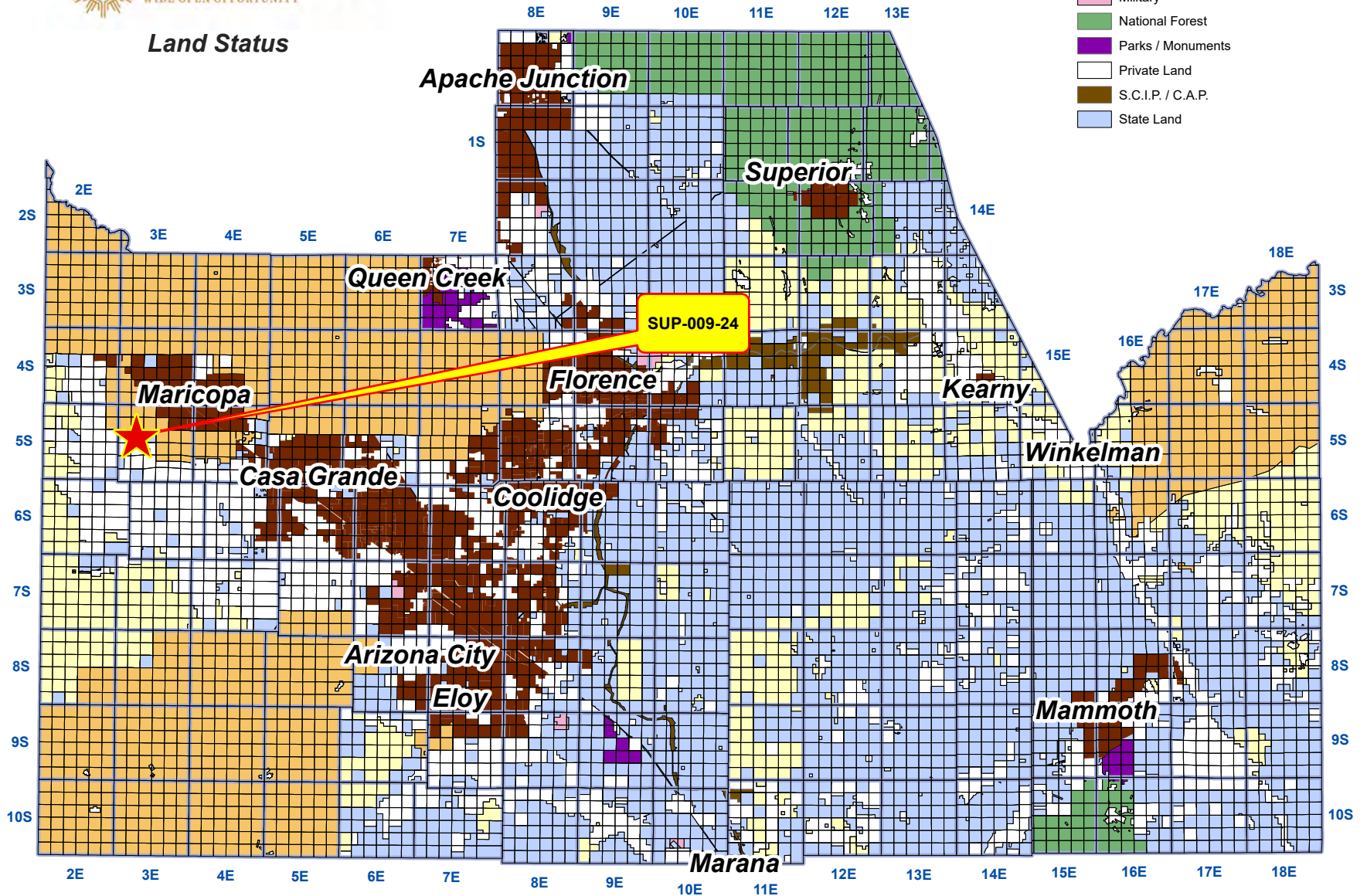


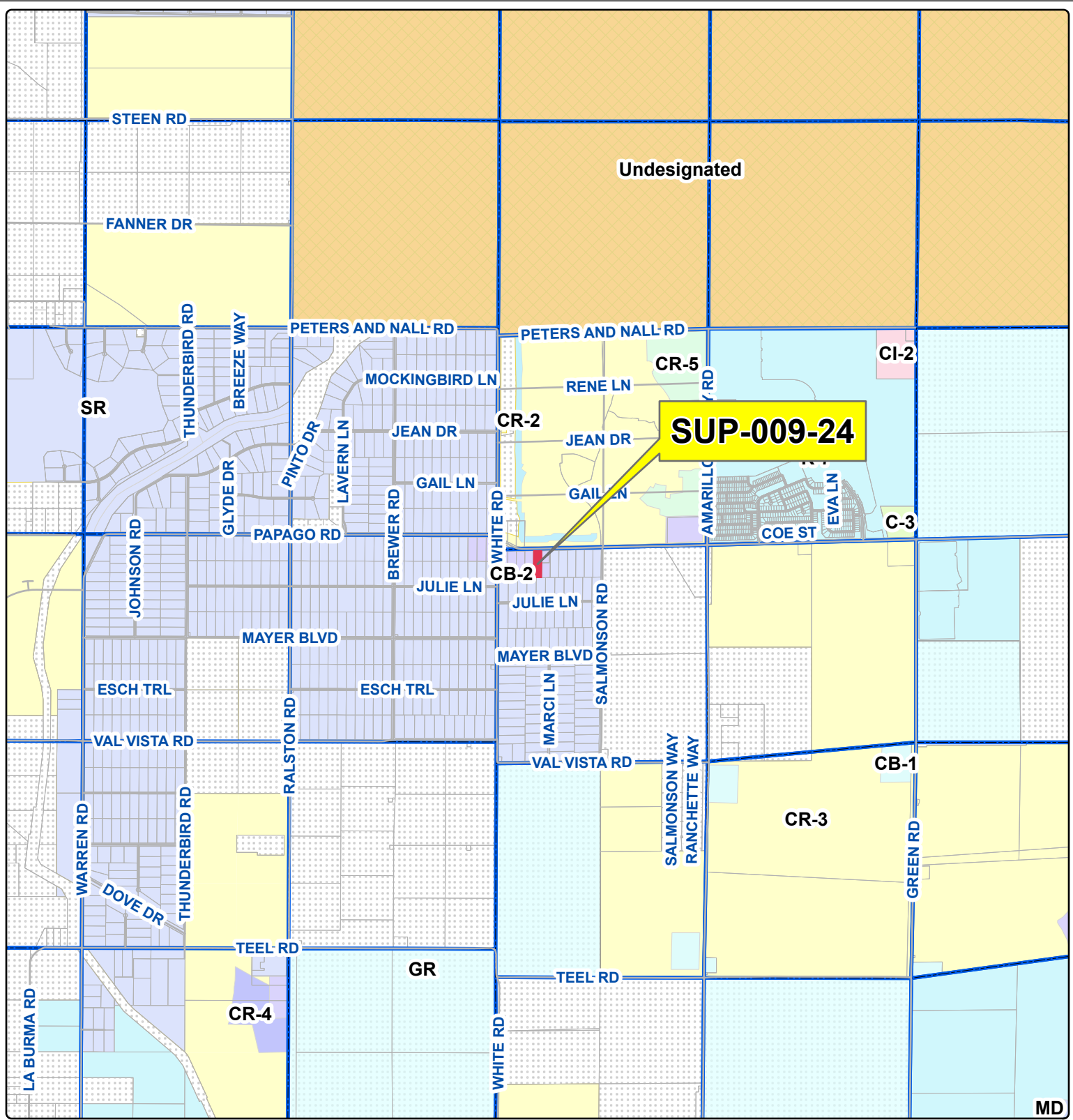
PINAL COUNTY
WIDE OPEN OPPORTUNITY

Land Status

Legend

-  B.L.M.
-  Indian Community
-  Military
-  National Forest
-  Parks / Monuments
-  Private Land
-  S.C.I.P. / C.A.P.
-  State Land





Community Development

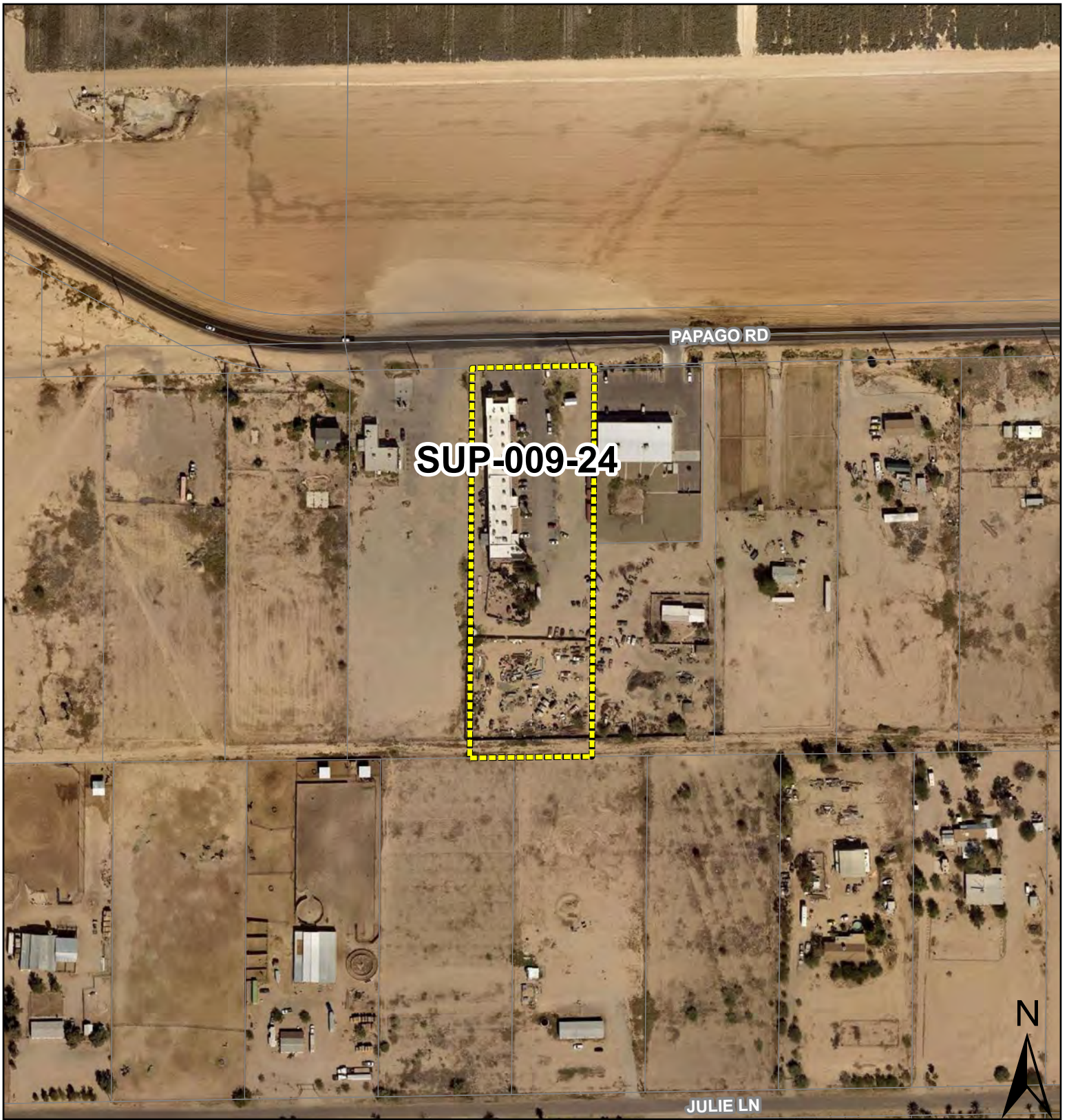


Legal Description:
 Situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, Arizona, incorporated Pinal County.

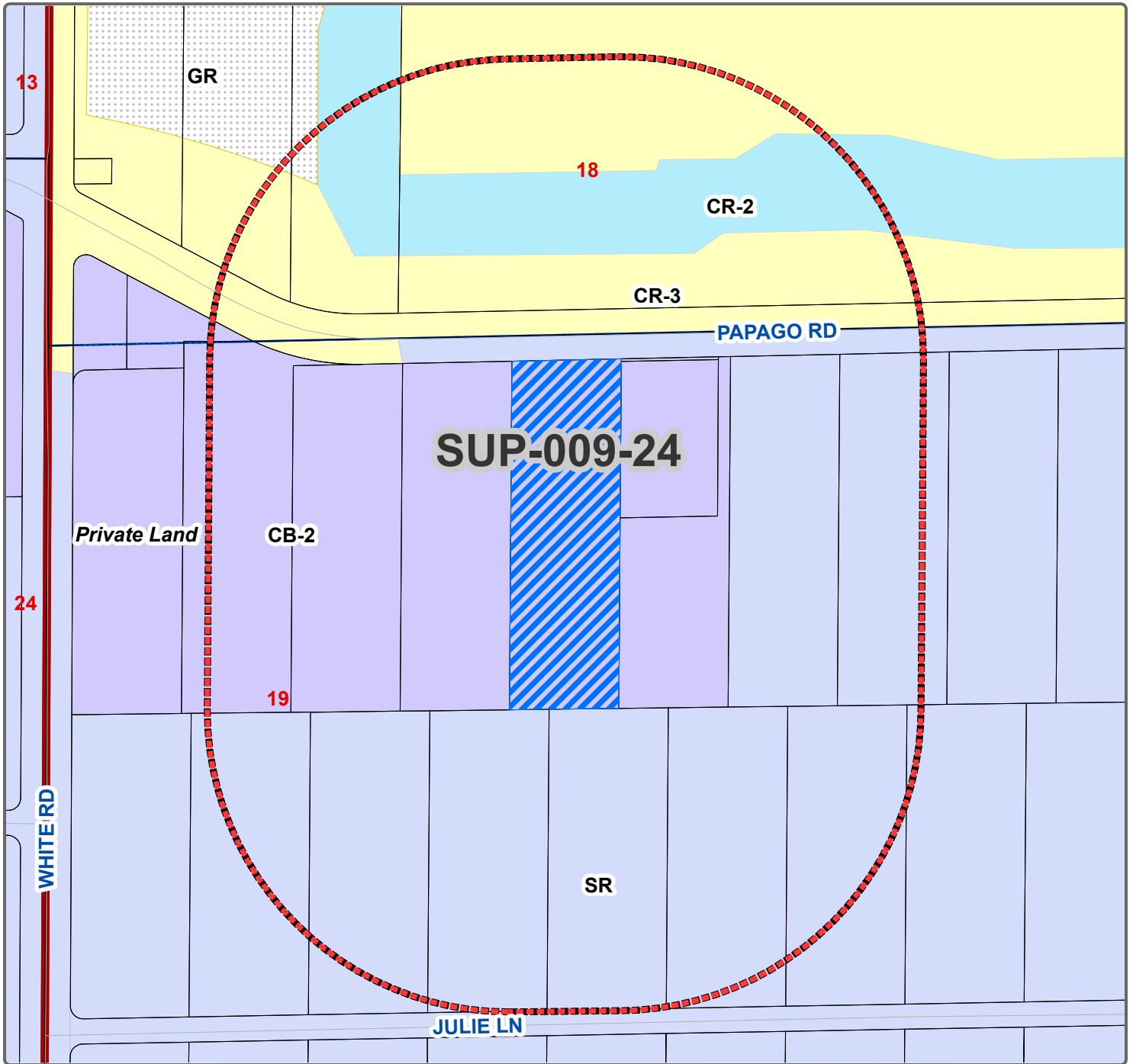
Page 433

SEC 19, TWN 08SS, RNG 03E

	Owner/Applicant: RAND DEL COTTO, PAPAGO PROPERTIES LLC		
	Drawn By: GIS / IT / RWH	Date: 11/12/2024	
	Section 19	Township 05S	Range 03E
	Case Number: SUP-009-24		



Community Development



Community Development

SUP-009-24 – PUBLIC HEARING/ACTION: Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, P.C., applicant requesting approval of a Special Use Permit to operate a marijuana dispensary on a 3.3± acre parcel in the Commercial Zoning District (C-3); situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal County.

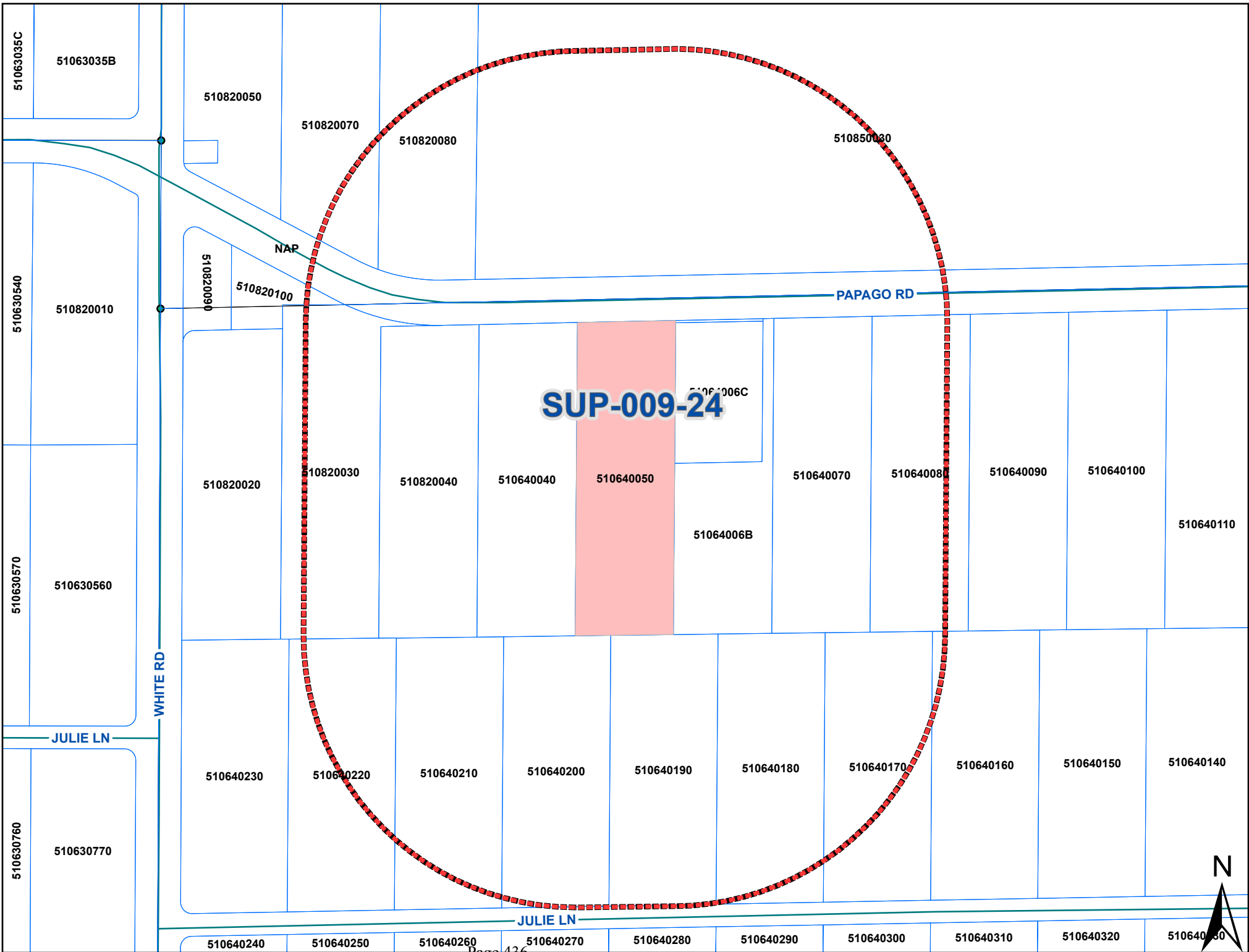
Current Zoning: CB-2 Requested Zoning: Rezone Current Land Use: MLDR



Legal Description: Situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal County.
SEC 19, TWN 085S, RNG 03E



Owner/Applicant: RAND DEL COTTO, PAPAGO PROPERTIES LLC		
Drawn By: GIS / IT /RWH	Date: 11/12/2024	
Section 19	Township 05S	Range 03E
Sheet No. 1 of 1	Case Number: SUP-009-24	



SURROUNDING ZONING AND LAND USE:

North: Single Residence Zone (CR-3) – Developed.
 South: Suburban Ranch Zone (SR) – Developed.
 East: General Business Zone (CB-2) - Developed.
 West: General Business Zone (CB-2) - Developed.

PUBLIC PARTICIPATION:

Neighborhood Meeting: September 11, 2024
 Agency Mail out: Nov 26, 2024
 Property mail out: Nov 25, 2024
 Newspaper Advertising: Nov 21, 2024
 Site Posting: June 25, 2024

FINDINGS/SITE DATA:

Flood Zone: The project site is In Flood Zone X, Area of Minimal Flood Hazard.

Access: The subject parcel has legal access along W Papago Road in Maricopa.

History:

The subject site is currently zoned CB-2. The parcel was rezoned under case PZ-430-74 from GR to CB-2 and was developed with a commercial retail center. The building was permitted in 1988. This structure had suites that housed multiple businesses. Marijuana dispensaries were interpreted as an allowed use in the CB-2 District with a special use permit. Ponderosa Releaf marijuana dispensary was one of the commercial uses in suite 4A and 4B of the retail structure. With change in development code in 2012, medical marijuana dispensaries was a permitted use allowed only in the General Commercial Zoning District (C-3) with a special use permit. Ponderosa Releaf discontinued the business sometime in 2019 leaving customers with no access to medical marijuana in the vicinity.

ANALYSIS:

The applicant is requesting a Special Use Permit to operate a Marijuana dispensary within an existing commercial retail center accessed from Papago Road. The dispensary will be housed in the same space of the former Ponderosa Releaf dispensary. The former dispensary was granted special use permit with the interpretation of the code for CB-2 as an allowed use. Following with the same interpretation, two SUP's were approved by the County: SUP-001-15 and SUP-011-16. SUP-001-15 expired in 2017 and SUP-011-15 expired in 2019. Ponderosa dispensary moved to a different location. People in the area depending on the dispensary for medicines were left with no choice besides long travel to access such facilities.

Pinal County updated the code in 2012 and defined the use of medical marijuana under the C-3 zoning with a Special Use Permit. This rendered the prior CB-2 zoning incompatible for the operation of medical marijuana dispensary as the code did not update the existing CB-2 uses. Applicant would like to reinstate the use of the dispensary at the same place and has applied for a rezone along with the Special Use Permit for the new 'Nirvana Center'

The property has direct access along W Papago Road, and can serve local residents in both unincorporated Pinal County areas and the City of Maricopa. The commercial building was permitted in 1988 and has been used for As the site is developed, minimal improvements may be required for the site. There are 64 parking stalls that include the ADA parking. In addition, the site has room for overflow parking at the south side of the parcel.

The parcel has fencing around the east, west and south edge of the property.

Comprehensive Plan

The Pinal County Comprehensive Plan land use designation for the property is Moderate Low Density (1-3.5du/ac). Commercial uses up to 25 acres are allowed in any land use without a change in the comprehensive plan land use map and the proposed use is compatible with surrounding land uses.

Zoning

Current zoning for the parcel is CB-2. Applicant has requested for a rezone to C-3 that allows the use for the medical marijuana along with the Special Use Permit.

Site plan

The site is developed with access road, parking, and fencing around the property. There is a provision of 64 parking stalls including ADA parking. Additional space for overflow parking is to the south of the parcel. The site can be accessed by an emergency vehicle and have space for circulation. Site plan shared shows landscape on the frontage and dumpster for the commercial space.

As the site is developed with the commercial retail structure, the applicant may not be required to submit for a site plan application, unless additional changes to the building and/or site are requested.

Security plan

Staff notes the details of the required security plan for Nirvana Center will have appropriate security measures in place and comply with Pinal County and Arizona Department of Health Services.

The SUP the Commission is considering is for the operation of Nirvana Center, a medical marijuana dispensary, in the suite 4A and 4B of a commercial retail center on a 3.3± acre parcel. The zoning ordinance identifies factors for consideration when reviewing special use permit requests under section 2.151.010 (O). These factors include, but are not limited to:

- **traffic conditions;**
- **provision of services and utilities to the site;**
- **the relationship of the proposed special use and surrounding uses;**
- **whether the proposed use is beneficial to the public health, safety and general welfare of the community;**
- **access to streets that are adequately designed and constructed to handle the volume generated by the use;**
- **does not result in the use of a residential street for non-residential through traffic;**
- **whether adequate measures have been taken to mitigate off-site impacts such as dust, smoke, noise, odors, lights or storm water runoff;**
- **the need for the proposed special use in the neighborhood/community;**
- **public input.**

If the Commission deems there is sufficient evidence to grant this SUP staff has included stipulations relating to the operation and permitting of the facility.

As usual with medical marijuana facilities, specific operational stipulations will need to be applied to the case, included a provision that **the SUP will expire five years from date of approval.**

Comments

To date, the County has received no correspondence from any adjacent property owner expressing concerns for Use permit for the property. According to the neighborhood meeting report, neighbors indicated support for Special Use permit to operate the Medical Marijuana dispensary as currently there are none in the near vicinity and the residents have to travel far to access one.

The Pinal County Department of Public Works reviewed the proposal and had no comments.

The Pinal County Flooding Department reviewed the proposal and had no comments.

Planning and Zoning Commission

At the public hearing, the Commission needs to be satisfied that the health, safety, and welfare of the County and adjacent properties will not be negatively impacted by this Special Use Permit. Furthermore, the Commission must determine that this Special Use Permit will promote the orderly growth and economic development of the County, at this location and time, and this proposed development is compatible and consistent with the applicable goals and policies of the Pinal County Comprehensive Plan and Special Use Permit request.

THE BURDEN OF PROOF IS UPON THE APPLICANT TO PROVIDE THE NECESSARY AND REQUIRED INFORMATION AT THE PUBLIC HEARING. THE APPLICANT NEEDS TO BE PREPARED TO ADDRESS AND MITIGATE, AS APPLICABLE, THE FOLLOWING ISSUES AND CONCERNS:

- A. LAND USE, PERIMETER WALLS, SIGNAGE, SETBACKS, INGRESS/EGRESS & LANDSCAPING
- B. PUBLIC SERVICES - SEWER, WATER, UTILITIES, DRAINAGE
- C. NEIGHBORHOOD IMPACT
- D. FLOOD CONTROL
- E. TRAFFIC IMPACT
- F. COMPATIBILITY/CONSISTENCY WITH PINAL COUNTY COMPREHENSIVE PLAN
- G. BENEFITS/DETRIMENTS TO PINAL COUNTY

STAFF SUMMARY:

Larry Lazarus, Lazarus & Silvyn, P.C., applicant, on behalf of Rand Del Cotto, Papago Properties LLC, owner, has submitted the proper application and evidence as required by the code. Staff provides the following findings together with the information on Page 1 of this staff report:

- 1. This request is for a Special Use Permit to operate ‘Nirvana Center’- a medical Marijuana Dispensary.
- 2. To date, no letter of concerns have been received for the Special Use Permit proposal.
- 3. The property has legal access.
- 4. Granting of the Special Use Permit will require, after the time of approval, that the applicant/owner submit and secure from the applicable and appropriate Federal, State, County and Local regulatory agencies, all required applications, plans, permits, supporting documentation and approvals.

STAFF CONCLUSION (SUP-009-24): After a detailed review of the request, Pinal County Comprehensive Plan, and the Pinal County Development Services Code (PCDSC), and if Planning and Zoning Commission finds sufficient evidence to warrant a recommendation, the Commission can recommend conditional approval of this request, subject to the stipulations listed in the recommended motion.

If the Commission cannot find for all of the factors listed above, then the Commission can forward this case to the Board of Supervisors with a recommendation of denial.

STAFF RECOMMEND MOTION (SUP-009-24): *I move the Pinal County Planning and Zoning Commission forward a recommendation of **CONDITIONAL APPROVAL** to the Board of Supervisors with its 17 stipulations as listed in the staff report.*

- 1. Special Use Permit approval is issued to the land for a period of maximum of five (5) years from the date of approval by the Board of Supervisors, Applicant will require to reapply permit at the end of 5 years per Pinal County Developments services code 2.191.010 (A)(3);

2. Special Use Permit approval is contingent on approval of the zone change (PZ-012-24);
3. Approval of this zone change (**SUP-009-24**) will require, at the time of application for development, that the applicant/owner submit and secure from the applicable and appropriate Federal, State, County and Local regulatory agencies, all required applications, plans, permits, supporting documentation and approvals.
4. The applicant/property owner shall meet the requirements of the International Fire Code, as adopted by Pinal County and administered by the Pinal County Building Safety Department;
5. The applicant is responsible for complying with all requirements/licenses for Medical Marijuana dispensary as required by DHS regulations prior to start/operate business.
6. All proposed outdoor lighting must conform to the Lighting Zone 3 requirements of the Pinal County Development Services Code;
7. Dust registration is required if 0.1 acres or more land is disturbed;
8. All construction activity must conform to the earthmoving activity requirements of the Pinal County Air Quality Control District;
9. Papago Road is situated on a section line. According to the Subdivision & Infrastructure Design Manual (S&IDM), minor arterial half-street right-of-way widths, such as those found on section lines, must be minimum of 55' wide. Additional right-of-way (ROW) is required at this location to comply with the S&IDM. ROW of 50' currently exists; however, Pinal County is requesting the remaining 5' dedication free and unencumbered through Warranty Deed;
10. A drainage report will be required to be submitted to the County Engineer at the time of Site Plan submittal for review and approval. The drainage report shall include a drainage plan that complies with the current Pinal County Drainage Manual and shall be approved prior to the Site Plan approval. The approved Drainage Report and drainage plan shall include provisions to accommodate offsite runoff and shall provide retention for storm waters in an onsite retention/common retention area or as approved by the County Engineer;
11. A Traffic Impact Analysis (TIA) or Traffic Impact Statement (TIS) will be required to be submitted to the County Engineer at the time of Tentative Plat or Site Plan submittal for review and approval. All peripheral road and infrastructure improvements shall be per the approved Traffic Impact Analysis to mitigate impacts on all surrounding roadways to be completed at the developer's cost. These may include construction of acceleration/deceleration lanes, left turn pockets, traffic signals or other public improvements as approved by the County Engineer. The TIA shall be in accordance with the current Pinal County TIA Guidelines and Procedures and shall be approved prior to the Tentative Plat approval;
12. Paved, all weather, 28' wide public access shall be provided to and from the development. A minimum of two permanent access points to be provided for ingress and egress from the development to existing public roads. Approval of adequate access by the county engineer shall be a condition of approval of the plat by the board.
13. Any additional right-of-way dedications needed for any required infrastructure improvements (as identified in the approved Traffic Impact Analysis) for any roadways shall be the responsibility of the

applicant. All roadway and infrastructure improvements shall be in accordance with the current Pinal County Subdivision Standards or as approved by the County Engineer.

14. All right-of-way dedication shall be free and unencumbered;
15. Any roadway sections, alignments, access locations, and access movements shown in the rezoning application are conceptual only and have not been approved by the Pinal County Engineer;
16. Drainage/irrigation canals/ditches in project-dedicated Right of Way, will be required to be undergrounded prior to dedication; and
17. If offsite improvements are required to be completed by the project per the Traffic or Drainage report, an offsite plan for the improvement is required with the first submittal of the site plans.

Date Prepared: 12/11/24 SD

Revised: 12/12/24 SD



APPLICATION FOR A SPECIAL USE PERMIT FOR A MEDICAL MARIJUANA DISPENSARY IN AN UNINCORPORATED
AREA OF PINAL COUNTY, ARIZONA
(all applications must be typed or written in ink)

Special Use Permit & Property Information:

(feel free to include answers and "Supporting Information" to these questions in a Supplementary Narrative, when doing so write see narrative on the space provided)

1. Date of Pre-application Meeting: _____ 2. Pre-application Number: Z-PA- 156-23

3. The legal description of the property: _____

4. Tax Assessor Parcel Number(s): _____ 5. Current Zoning: _____

6. Parcel size: _____

7. The existing use of the property is as follows: _____

8. The exact use proposed under this request: _____

9. Is the property located within three (3) miles of an incorporated community? _____ If yes, which ones?

10. Is an annexation into a municipality currently in progress? _____ If yes which one?

11. Is there a zoning or building violation on the property for which the owner has been cited? _____
If yes, Zoning/Building Violation Number: _____

12. Discuss any recent changes in the area that would support your application i.e.: zone change(s),
subdivision approval, Planned Area Development (PAD), utility or street improvements, adopted
Comprehensive/Area Plan(s) or similar changes and why this proposed use is needed and necessary at this
time: _____

INV#: _____ AMT: _____ DATE: _____ CASE: _____ Xref: _____

COMMUNITY DEVELOPMENT
Planning Division

Supporting Information for a Medical Marijuana Dispensary:

1. What is the legal name of the Medical Marijuana Dispensary? _____
2. Is the proposed dispensary located on property zoned CB-2, CB-2/PAD, C-3 or C-3/PAD?
 YES NO
3. Is the proposed dispensary setback a minimum of 10 miles from all other medical marijuana dispensaries measured from the parcel boundaries? YES NO
4. Is the proposed dispensary setback a minimum of 1,500 feet from schools, community service agency, activity facility and or activity where children may be enrolled, measured from the parcel boundaries?
 YES NO
5. Is the proposed dispensary setback a minimum of 1,500 feet from a childcare center, library or public park, church, residential substance abuse diagnostic and treatment facility or other drug or alcohol rehabilitation facility measured from the parcel boundaries? YES NO
6. Does the proposed dispensary have a drive-thru service or outdoor seating areas?
 YES NO
7. Does the proposed dispensary have a floor area greater than 2,000 square feet?
 YES NO
8. Does the proposed dispensary have a secure storage area for the storage of medical marijuana of less than 400 square feet?
 YES NO
9. Have you discussed possible conditions that may be placed on the permit with the Planning Department? YES NO
10. Do you understand that the permitted hours of operation for a dispensary are between the hours of 9:00 a.m. and 7:00 p.m. (MST), daily
 YES NO
11. Do you understand that the Pinal County Board of Supervisors may include any conditions it finds necessary to conserve and promote public health safety, convenience and general welfare?
 YES NO
12. Do you understand that if a condition is violated, that there is a public process by which your permit may be revoked and declared null and void? YES NO
13. What is the amount of traffic to be generated? (# of trips/day, deliveries/week). _____
_____, Show ingress/egress on the site plan.
14. How many parking spaces are to be provided (employees and customers)? _____
Indicate these parking spaces on the site plan.

15. Is there a potential for excessive noise (I.E.; children, machinery) or the production of smoke, fumes, dust or glare with this proposed land use? If yes, how will you alleviate these problems for your neighbors? _____

16. What type of landscaping are you proposing to screen this use from your neighbors? _____
_____. Indicate the landscaping on your site plan.
17. What type of signage are you proposing for the activity? Where will the signs be located, show the locations of signs on your site plan. [The new sign will be in the same location on the building as the previous dispensary.](#)
18. If the proposed land use involves any type of manufacturing or production process, provide a short synopsis of the processes utilizing diagrams, flowcharts and/or a short narrative. N/A
19. Explain how the appearance and operation of the proposed land use will maintain the integrity and character of the zone in which the Special Use Permit is requested. _____

I certify the information included in this application is accurate, to the best of my knowledge. I have read the application and I have included the information, as requested. I understand if the information submitted is incomplete, this application cannot be processed.

Michelle Green

206 E. Virginia Ave. Phoenix AZ 85004

Name of Applicant

Address



Michelle Green

mgreen@lslawaz.com 602-340-0900

Signature of Applicant

E-Mail Address

Phone Number

Larry Lazarus

206 E. Virginia Ave. Phoenix AZ 85004

Name of Agent/Representative

Address

LLAZARUS@LSLAWAZ.COM 602-340-0900

Signature of Agent/Representative

E-Mail Address

Phone Number

The Agent/Representative has the authority to act on behalf of the landowner/applicant, which includes agreeing to stipulations. The agent will be the contact person for Planning staff and must be present at all hearings.

Rand Del Cotto, Papago Properties LLC 49237 W. Papago Rd. Ste.7 Maricopa AZ 85139-5208

Name of Landowner

Address

rdelcotto@gmail.com 859-619-8853

Signature of Landowner

E-Mail Address

Phone Number

PRINCIPAL OFFICER, BOARD MEMBER AND DISPENSARY IDENTIFICATION LIST

Please list all Principal Officers, Board Members and Dispensary Agents of the non-profit medical marijuana dispensary. (if there are more than three officers please reproduce this page, each page will need to be notarized)

Sheraz Warraich Principal Officer Board Member 1414 W Broadway Rd., Ste 210A, Tempe, AZ 85282 09/26/1980


Name Title Address Date of Birth

Name Title Address Date of Birth

Name Title Address Date of Birth

I hereby certify that none of the above listed principal officers or board members has served as a principal officer or board member for a registered non-profit medical marijuana dispensary that has had its registration certificate revoked or been convicted of one of the following offenses:

- i. A violent crime as defined in A.R.S. § 13-901.03(B) that was classified as a felony in the jurisdiction where the person was convicted;
- ii. A violation of state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted including an offense for which the sentence, any term of probation, incarceration or supervised release, was completed within the 10 years prior to applying for the application for the dispensary or an offense involving conduct that would be immune from arrest, prosecution or penalty under A.R.S. §36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the State of Arizona.


3/18/24
 (Signature) (Date) (Signature) (Date) (Signature) (Date)

On this _____ day of _____, 201____, before me personally appeared _____, (name of signor)

_____ Sheraz Warraich
 (name of signor) (name of signor)

State of Arizona
 County of Maricopa)SS.



(SEAL)

My Commission Expires 01/18/2028
 Signature of Notary Public 

Application Checklist:

- Submit a detailed site plan, at least 8½ X 11, but not larger than 11" X 17". The site plan must include the following:
 - Size and shape of parcel; property dimensions; north arrow
 - Adjacent streets; rights-of-way, easements and setbacks; indicate size; purpose and whether public or private
 - Location, size and use of all existing and proposed buildings; show setbacks from property boundary lines and between structures
 - Driveways and parking areas, show access, dimensions and surface material
 - Existing and proposed utilities, show location of lines, size and serving company
 - Any other information as may be applicable – landscaping, natural features i.e.: washes, excavation sites, etc.
- Submit the "Supporting Information" sheet (if applicable) and/or the "Submittal Checklist" for the requested action. Forms are in this packet.
- Submit a list of all property owners within 1000' of the subject property boundary showing name, mailing address and tax parcel numbers. This list must be obtained within the 30 days prior to application submission.
- Submit a map of the area with the 1000' boundary shown. (A Tax Assessor Parcel Map is acceptable).
- Submit the non-refundable filing fee according to the fee schedule shown on page 1 of the application. (The application is not considered filed until the fees are paid.)
- Submit application and narrative in PDF format.
- A floor plan showing the location, dimensions and type of security measures demonstrating that the medical marijuana dispensary will meet the definition of enclosed locked facility contained in A.R.S.§36-2801(6) and will be conducted completely within an enclosed, locked building.
- A copy of the facilities operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c).
- Hold a neighborhood/community meeting prior to application submittal:
 - Notify all property owners within 1200'
 - Hold the meeting within 5 miles of the subject property
 - Hold the meeting between 5:00pm and 9:00pm
 - Applicant will be required to notify any jurisdiction within three (3) miles of the subject site boundary and provide proof via letter or email correspondence of sent notification and any jurisdiction response received.
- Include neighborhood Public participation information with the application:
 - Copy of Notice of Neighborhood/Community Meeting
 - List of property owners notified
 - Meeting Minutes
 - Attendance sign-in sheet with names & addresses
- Install Broadcast Notification Sign(s) on the site in conformance with the information shown in this application.

Please feel free to compile all information into a separate Narrative

Please be aware that earth fissure maps are available online from the Arizona State Geologic Survey.

PROPERTY OWNERSHIP LIST - Attached Hereto As Exhibit 4
 (required for filing all applications)

Instructions: Print Name, Address, City, State, Zip Code and Tax Parcel Number for each property owner within 1000 feet of the subject parcel boundary. Feel free to attach a separate list if generated digitally. Please see "How to use the Buffer Tool" on our FAQ's page if you are generating the list.

Parcel No.: (SEE ATTACHED MAILING LIST Ex 4)	Parcel No.:
Name:	Name:
Address:	Address:
City/ST/Zip:	City/ST/Zip:
Parcel No.:	Parcel No.:
Name:	Name:
Address:	Address:
City/ST/Zip:	City/ST/Zip:
Parcel No.:	Parcel No.:
Name:	Name:
Address:	Address:
City/ST/Zip:	City/ST/Zip:
Parcel No.:	Parcel No.:
Name:	Name:
Address:	Address:
City/ST/Zip:	City/ST/Zip:
Parcel No.:	Parcel No.:
Name:	Name:
Address:	Address:
City/ST/Zip:	City/ST/Zip:

I hereby verify that the name list ^{Attached} ~~above~~ was obtained on the 11 day of January, 2024, at the office of Pinal County Assessor and is accurate and complete to the best of my knowledge.
 (Source of Information)

On this 29 day of March, 2024, before me personally appeared Michelle Green (name of signor)

Signature Michelle Green Date March 29, 2024

State of Arizona
)ss. _____
 County of Maricopa



(SEAL)

My Commission Expires January 24, 2027
 Signature of Notary Public Mary L. Keating

Narrative
SUP Request
49237 W. Papago Road
APN No. 510-64-0050

Nirvana Center



March 29, 2024

Purpose of Request

This is a request for a special use permit to allow the Nirvana Center to operate a marijuana dispensary at 49237 W. Papago Road APN No. 510-64-0050 (the "Property") in accordance with Chapter 2 Section 191.010. of the Pinal County Code.

Project Description

The dispensary will be in a permanent structure in a commercial retail center, west of the Dollar General store and east of Farmers Convenience Store. See **Figure 1** Location Map, below, and Site Plan attached hereto as **Exhibit 1**. The dispensary will be in the space of the former Ponderosa Relief dispensary. There were two previous use permits approved for the Relief dispensary on the Property. SUP -001-15 was approved on April 22, 2015 and expired on April 22, 2017. SUP 2017-SUP-011-16 was approved on June 7, 2017, and expired in June of 2019. It is our understanding that the owners of the Relief dispensary chose to move their license to another location. Operators are limited to the number of licenses they can have for dispensaries. If they find a new location, they must move a license they cannot just apply for another one.



Figure 1 Location Map (Source: Pinal County GIS Online Mapping)

The property is zoned (CB-2/C-3) General Commercial Case No. PZ-430-74. The General Commercial zoning allows for a marijuana dispensary with a use permit.
See **Figure 2** Zoning Map Below.

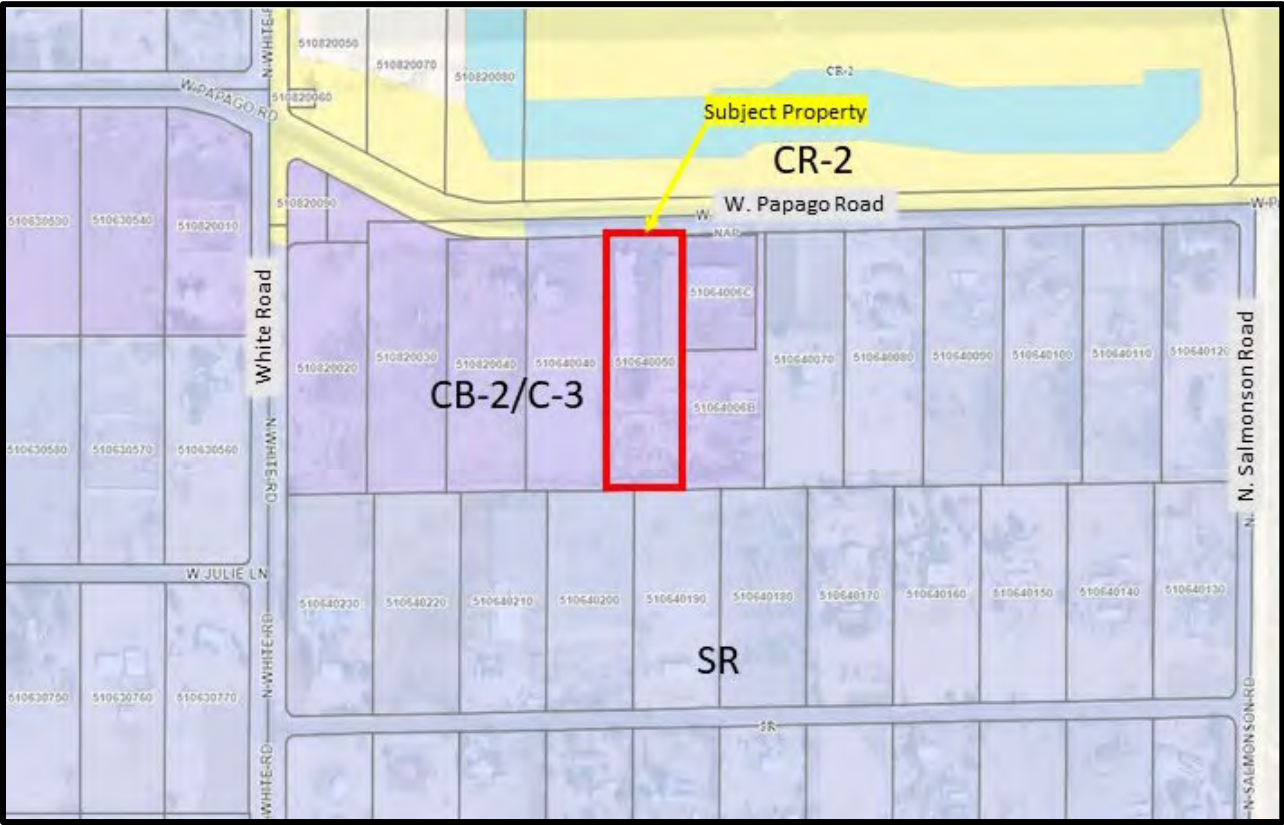


Figure 2 Zoning Map (Source: Pinal County GIS Online Mapping)

This property meets all of the separation requirements for protected uses and is at least 10 miles from another dispensary.

The dispensary will be approximately 1,240 square feet, located in suite 4A&B as shown in orange in **Figure 3** below. See Floor Plan attached hereto as **Exhibit 2**.

		papago cantina			Premises		Reptile	Rob's C- Store	
patio									
		3200	800	1000	380	860	1360	800	1600
Suite #		7	6	5	4B	4A	3	2	1
SF		5,000			380	860	1360	2400	
					1,240 SF				

Figure 3 Suite Map

All operations will take place inside the building between 7:00 am and 10:00 pm. There will be no outdoor seating for patrons.

Access

Access to the dispensary will be via an existing driveway on Papago Road.

Utilities

Since this is an existing commercial center with tenants currently operating businesses all utilities are in place and ready to support the dispensary.

Security

Nirvana Center will have appropriate security measures in place and will prepare and submit a security plan that complies with Pinal County and the Arizona Department of Health Services requirements with the application for a use permit.

Conformance with Comprehensive Plan

The property is designated as moderate low density which allows for commercial uses up to 25 acres if it is compatible with the surrounding land uses. Since this is an existing commercial center with commercial uses located east and west of the Property this retail use is compatible.

Neighborhood Meeting

We held a neighborhood meeting at 49237 W. Papago Road at 5:00 pm on February 21, 2024. See attached Notification letter. Five people attended the meeting. We gave a presentation regarding the proposal and the process. The people in attendance were supportive of the project and stated that there is a need for this use in the area. They explained that they were very surprised when the previous dispensary closed and now have to travel long distances to obtain their medicine. The Sign-in sheet is attached hereto as **Exhibit 3**.

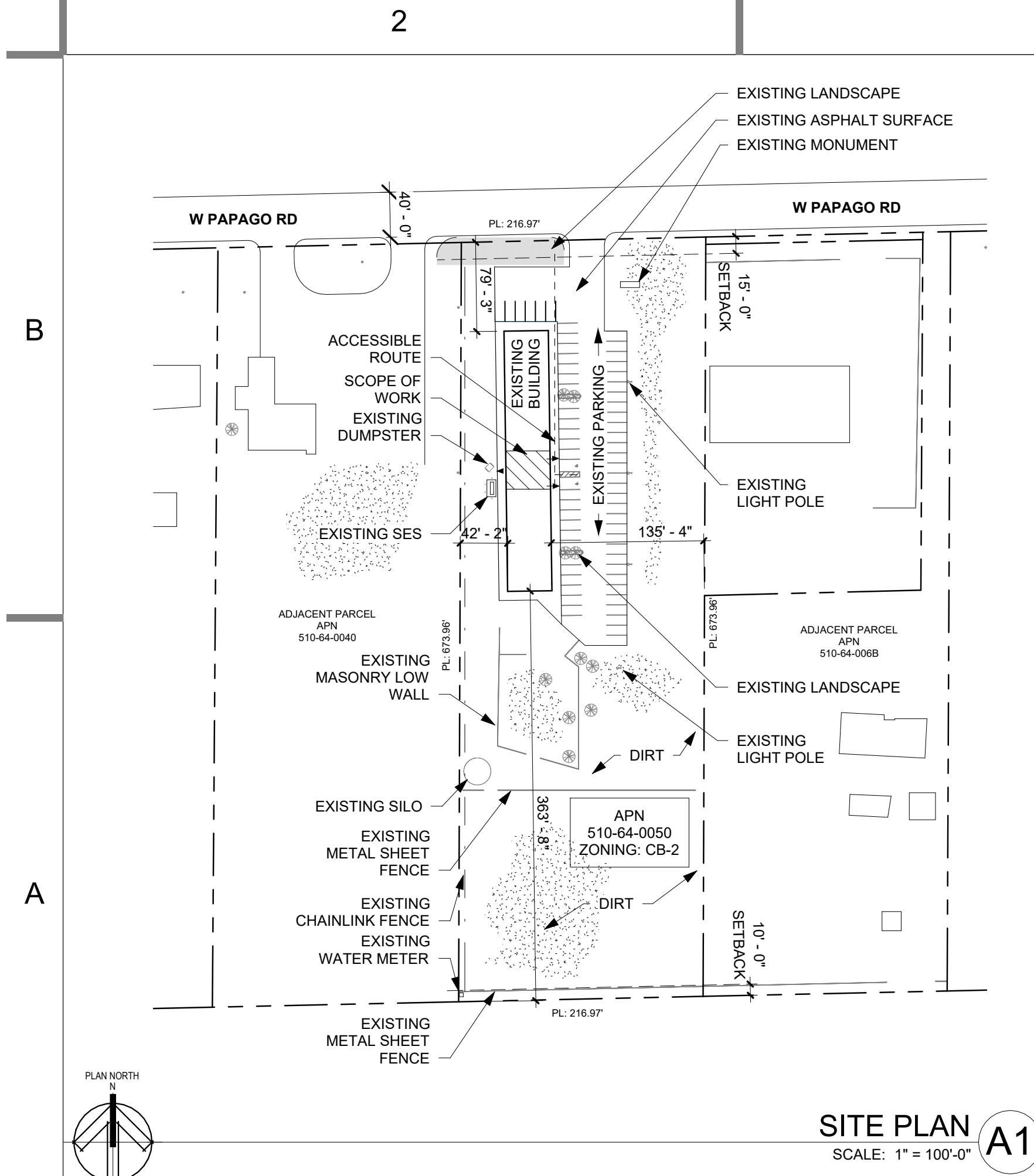
The list of property owners notified is attached hereto as **Exhibit 4**.

The map showing the showing the notification area within 1,200 feet is attached hereto as **Exhibit 5**.

A copy of the neighborhood meeting notification letter sent to the property owners within 1,200 feet is attached hereto as **Exhibit 6**.

A copy of the Facility and Operating Procedures is attached hereto as **Exhibit 7**.

EXHIBIT “1”



LEGAL DESCRIPTION

PAPAGO BUTTE RANCHOS UNIT 2: LOT 93

PROJECT TEAM

LANDOWNER:
 PAPAGO PROPERTIES, LLC
 1800 RICHMOND RD
 LEXINGTON, AZ

CLIENT:
 NIRVANA CENTER
 SHERAZ WARRAICH
 928-642-2250
 SHERAZ@NIRVANACENTER.COM

ARCHITECT:
 AG ARCHITECTURAL SOLUTIONS
 COVEY GROFF
 1776 N SCOTTSDALE RD, #2253
 SCOTTSDALE, AZ 85252
 480-670-3049
 COVEY@AG-ARCHS.COM

Page 454



ARCHITECTURAL SOLUTIONS

1776 N SCOTTSDALE RD, #2253
 SCOTTSDALE, ARIZONA 85251
 480.670.3049

MARICOPA PAPAGO PLAZA DISPENSARY TI

49237 W PAPAGO RD, SUITE 4
 MARICOPA, AZ 85139



PROJECT NUMBER 23068
 DATE: 10/31/2023

REV	DATE	DESCRIPTION

SHEET NO: **A003**

SITE PLAN A1
 SCALE: 1" = 100'-0"

EXHIBIT “2”

5

4

3

2

1

D

C

B

A

D

C

B

A

GENERAL PLAN NOTES

- THIS DRAWING IS PART OF A COORDINATED SET OF DOCUMENTS. DO NOT SEPARATE BOUND SETS. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- BE ALERT TO DIMENSIONAL DISCREPANCIES, STRUCTURAL SUPPORTS AND OTHER ELEMENTS CONCEALED IN WALLS, NOT SHOWN. REPORT DISCREPANCIES PRIOR TO PROCEEDING.
- IN THE EVENT OF INCONSISTENCIES BETWEEN ARCHITECTURAL AND CONSULTANT BASE PLANS THE ARCHITECTURAL SHEET SHALL TAKE PRECEDENCE. REPORT DISCREPANCIES PRIOR TO PROCEEDING WITH AFFECTED WORK.
- THESE DOCUMENTS ARE FOR ALTERATION WORK. VISIT SITE. VERIFY CONDITION AND DIMENSIONS OF THE EXISTING SITE AND STRUCTURE PRIOR TO SUBMITTING BIDS.
- DO NOT SCALE DRAWINGS FOR CONSTRUCTION DIMENSIONS OR TOLERANCES. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER DRAWINGS. REQUEST CLARIFICATION IN WRITING PRIOR TO PROCEEDING.
- DIMENSIONS ARE TO FACE OF FRAMING OF NEW ELEMENTS AND FACE OF FINISH OF EXISTING ELEMENTS UNLESS NOTED OTHERWISE.
- COORDINATE DIMENSIONS ON PLANS AND FIELD VERIFY PRIOR TO CONSTRUCTION. REPORT DISCREPANCIES PRIOR TO PROCEEDING WITH AFFECTED WORK.
- UNLESS NOTED OTHERWISE, EDGE OF DOOR TO BE LOCATED 5" OFF PERPENDICULAR PARTITION. PROVIDE BACK-TO-BACK OR NESTED 20-GAUGE STUDS AT BOTH SIDES OF ALL NEW DOOR/WINDOW JAMBS.
- UNLESS NOTED OTHERWISE, G.C. TO PREPARE EXISTING FLOOR SLABS FOR INSTALLATION OF SPECIFIED FLOOR FINISHES. PREPARE EXISTING SLAB TO BE SMOOTH AND LEVEL BEFORE INSTALLATION OF FINISH FLOOR MATERIALS. WITH A MAXIMUM DEVIATION OF 1/4" IN 10'-0". NO FLOOR PREPARATION ALLOWANCES WILL BE ACCEPTED. G.C. SHALL VISUALLY INSPECT EXISTING FLOOR SLAB CONDITIONS TO ENSURE PROPER FLOOR PREPARATION.
- PROVIDE BACKING IN WALLS PER MANUFACTURERS WALL SUPPORT ELEVATIONS. PROVIDE FULL DEPTH THERMAL INSULATION IN FURRING @ EXTERIOR PARTITIONS. USE RIGID FOAM IN CAVITIES LESS THAN 3-1/2" DEEP.
- ALL ELECTRICAL SWITCHING AND COMMUNICATION DEVICE COVERS TO BE WHITE. WHERE SHOWN ON THE MECHANICAL AND ELECTRICAL DRAWINGS BUT NOT ON THE ARCHITECTURAL DRAWING, DEVICES SHALL BE UNIFORMLY AND SYMMETRICALLY MOUNTED. VERTICALLY ALIGN DEVICES MOUNTED AT HEIGHTS INDICATED UNLESS SEPARATED HORIZONTALLY BY A MINIMUM OF 24".
- DEVIATIONS FROM THESE PRINCIPALS WITHOUT PRIOR APPROVAL WILL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- AVOID DEVICE PLACEMENT IN THE CENTER OF WALLS AS PRACTICALLY FEASIBLE. ALL DEVICES TO BE AT 18" A.F.F. TO CENTER AT LOW CONDITIONS. DEVICES WITH CONTROLS TO BE AT 48" TO TOP OF DEVICE. HIGH CONDITIONS TO BE AT LEAST 80" OR 6" BELOW CEILING.

KEYNOTES

REV

IBC REF

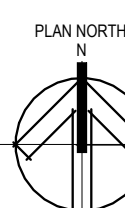
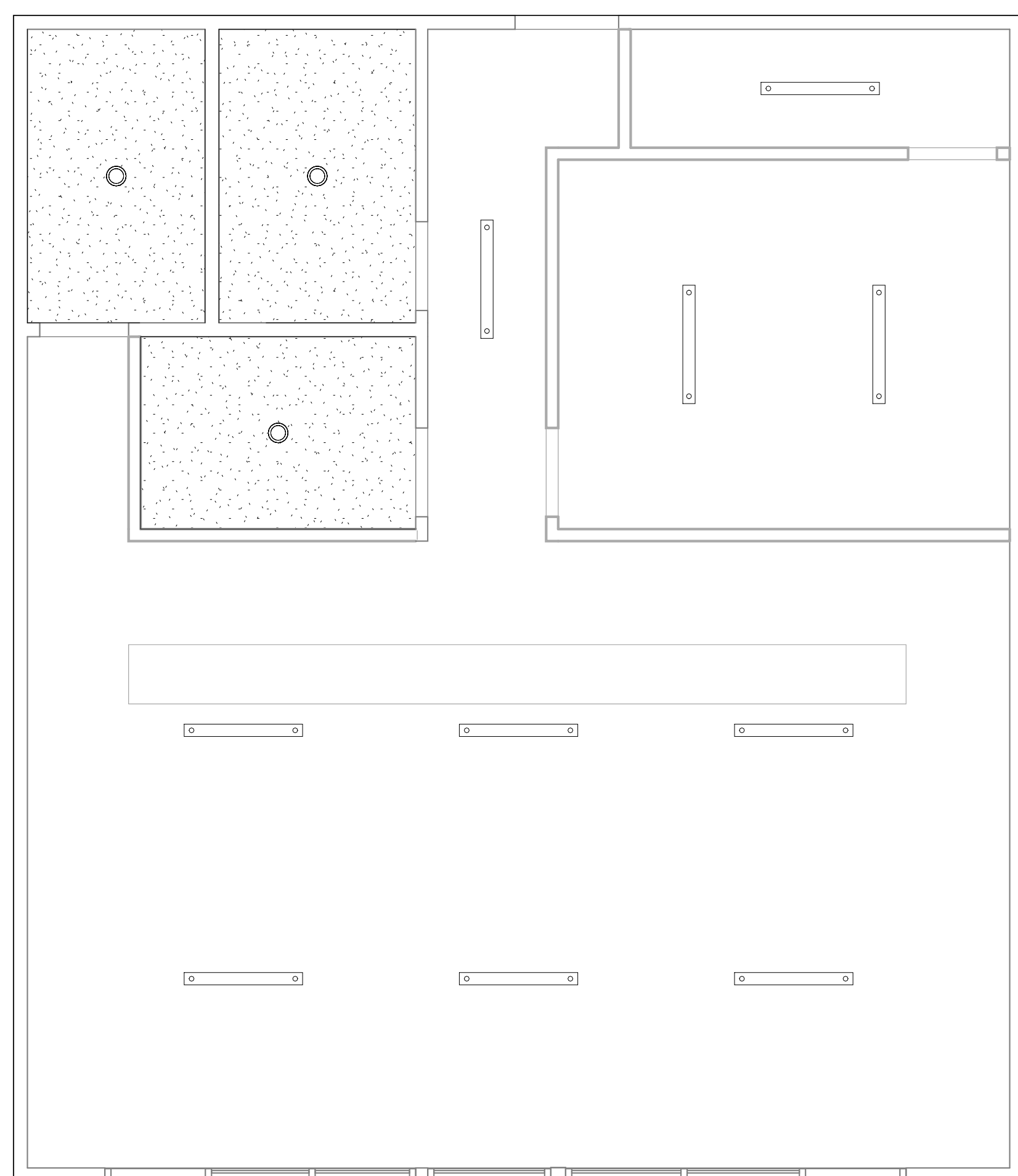
FIELD VERIFICATION
 The Contractor shall verify all figured dimensions and conditions at the project site and notify Architect of any dimensional errors, omissions, or discrepancies before beginning or fabricating any work. Do not scale these drawings.

WALL TYPE LEGEND

REFER TO SHEET A501 FOR PARTITION DETAILS.

EQUIPMENT SCHEDULE

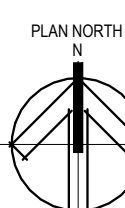
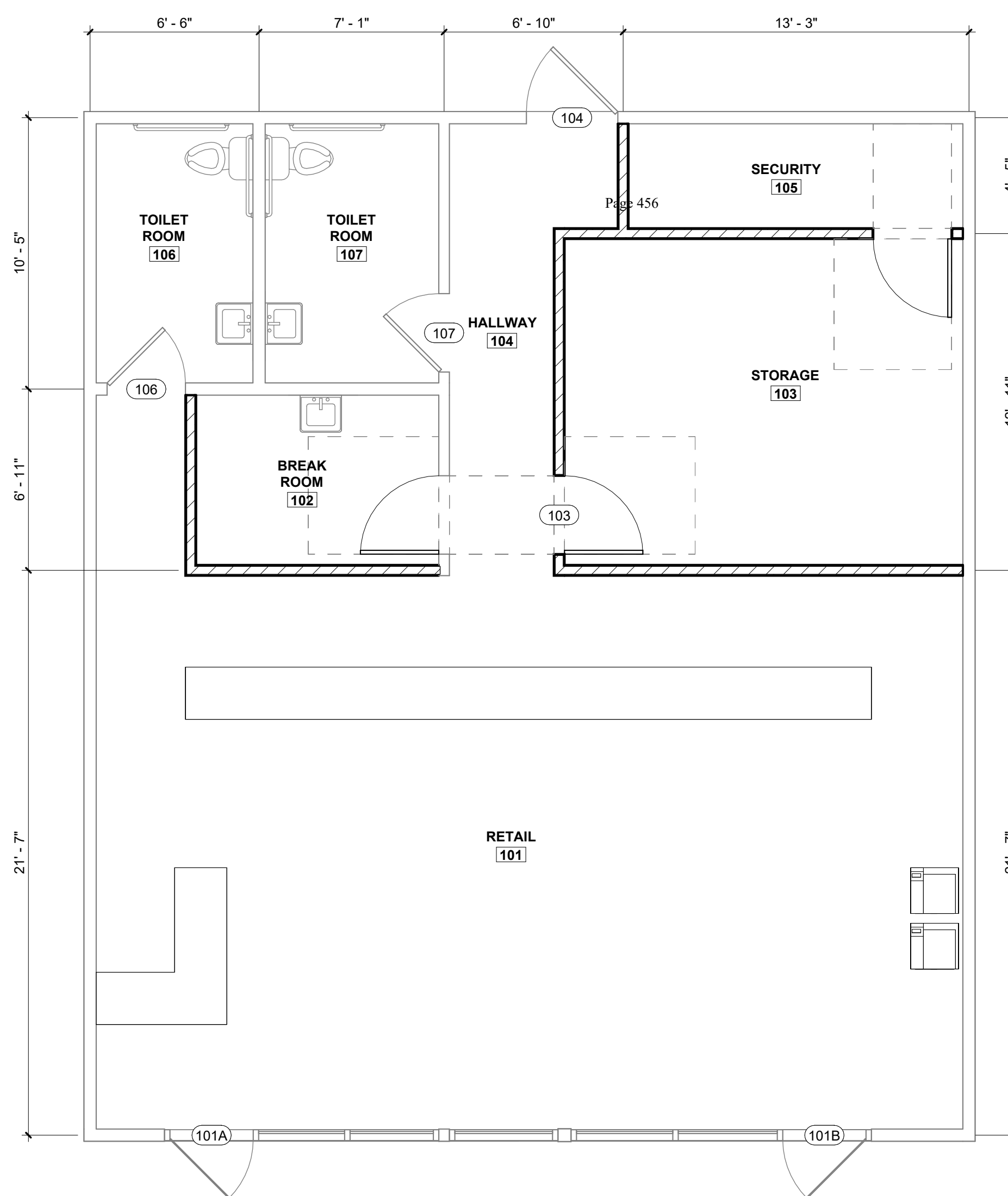
MARK	DESCRIPTION	QUANTITY
A		



REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

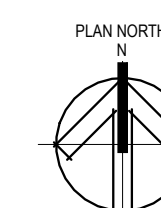
A4



FLOOR PLAN

SCALE: 1/4" = 1'-0"

A2



KEY PLAN

SCALE: 1/16" = 1'-0"

A1

**MARICOPA PAPAGO PLAZA
 DISPENSARY TI**
 49237 W PAPAGO RD MARICOPA, AZ 85139

PRELIMINARY
 NOT FOR
 CONSTRUCTION

PROJECT NUMBER 23068
 DATE 10/06/23

REV	DATE	DESCRIPTION

SHEET TITLE:
 ARCHITECTURAL PLANS

SHEET NO:
A111

EXHIBIT “3”

Neighborhood Meeting Sign In Sheet
Special Use Permit for 49237 W. Papago Road
February 21, 2024

No.	Name	Address	Phone Number and/or Email
1	VERNON & SONYA DOSWELL	42422 W BEARD DR MARICOPA	sdjoswell@gmail.com 206-769-8214
2	FRANCESCA WIKOFF	41383 W CRANE DRIVE MARICOPA AZ 85138	FrancescaLever@yahoo.com
3	STEPHAN HILL	63 N DIAMOND TRL 85139	602-334-6451 schillphx@gmail.com
4	RUBEN RIVERA	44936 W MAYER BLVD	602-643-9819 crotalus@aol.com
5	CHRIS HAWTHORN	44262 W WOODY DR MARICOPA AZ 85138	CHawthorn123@outlook.com
6			
7			
8			
9			
10			

EXHIBIT “4”

WELLS RICHARD
49005 W JULIE LN
MARICOPA, AZ 85139

SARVER VERONICA
49038 W JULIE LN
MARICOPA, AZ 85139

ABELLA ANGEL R & GINA D TR...
5619 S SPYGLASS RD
TEMPE, AZ 85283

DE LEON VALORIE
PO BOX 329
MARICOPA, AZ 85139

WHITAKER DEE VERN & A KAY
13681 BASELINE.5 RD SE
MOSES LAKE, WA 98837

ROCK GEORGE EDWARD
48864 W JULIE LN
MARICOPA, AZ 85139

JOHNSON GAGE TREVOR
49495 W JULIE LN
MARICOPA, AZ 85139

GARNER CLIFFORD A & LISA L
49494 W JULIE LN
MARICOPA, AZ 85139

UDELIUS ELAINE D
11420 N WHITE RD
MARICOPA, AZ 85139

BUTTERFIELD MARIA
RR2 ST 14 BOX 6
PONOKA, AB

ORBON ANNELI A TRUST
6104 COSTA DEL REY
LONG BEACH, CA 90803

DELCOTTO ROBERT R & SOPHI...
50010 W JULIE LN
MARICOPA, AZ 85139

MIRANDA MELCHOR FARIAS
49375 W JULIE LN
MARICOPA, AZ 85139

FRANK TYSON ROY
MAIL RETURN

AS INVESTMENT PROPERTIES ...
6160 E WOODRIDGE DR
SCOTTSDALE, AZ 85254

LERMA ARTURO O & ADELA O
49285 W JULIE LN
MARICOPA, AZ 85139

SABAL GERARDO C JR TR
317 W CROFTON ST
CHANDLER, AZ 85225

AS INVESTMENT PROPERTIES ...
6160 E WOODRIDGE DR
SCOTTSDALE, AZ 85254

MILLER THAD A & PAULINE F
49215 W JULIE LN
MARICOPA, AZ 85139

YAVITZ ISRAEL J & BROOKE TR...
49214 W JULIE LN
MARICOPA, AZ 85139

JUARDO JOHN SR
220 N MONTE VISTA ST
CHANDLER, AZ 85225

SPUR JOHNSON HORSE PROP...
PO BOX 190
STANFIELD, AZ 85172

SABAL CLAUDIO C & MARIPET
89 BILTMORE EST
PHOENIX, AZ 85016

SANCHEZ FLORENTINO LOPEZ...
257 N COMANCHE DR
CHANDLER, AZ 85224

YARGA LEWIS
49095 W JULIE LN
MARICOPA, AZ 85139

KELLER TIMMY L & KELLER MA...
49074 W JULIE LN
MARICOPA, AZ 85139

BROCK FAMILY TRUST
19217 W ALICE CT
WADDELL, AZ 85355

FERGUSON KELLY L
48839 W PAPAGO RD
MARICOPA, AZ 85139

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

CRICKET HOLDINGS LLC
26223 N 17TH DR
PHOENIX, AZ 85085

CRICKET HOLDINGS LLC
26223 N 17TH DR
PHOENIX, AZ 85085

URENA LEONARDO RUELAS
49109 W PAPAGO RD
MARICOPA, AZ 85139

CRICKET HOLDINGS LLC
26223 N 17TH DR
PHOENIX, AZ 85085

PAPAGO BUTTE DOMESTIC WA...
PO BOX 630
MARICOPA, AZ 85139

EREDIA ANTHONY H & BERMU...
1442A WALNUT ST #470
BERKELEY, CA 94709

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

PAPAGO PROPERTIES LLC
1800 RICHMOND RD
LEXINGTON, KY 40502

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

VANTAGE RETIREMENT PLANS ...
8742 E VIA DE COMMERCIO
SCOTTSDALE, AZ 85258

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

PALOMINO RANCH PARTNERS ...
11624 SE 5TH ST STE 210
BELLEVUE, WA 98005

SALAZAR IGNACIO A
11780 N WHITE RD
MARICOPA, AZ 85139

EXHIBIT “5”

Public Notification

Select or search for a feature in the map



Apply a search distance

Feet

Addressee Layer

Property Mail

Format

PDF label 1 x 2-5/8 inches; 30 per page

47 addressees found; do you want to continue?

Download

W GAL LN

W GAL LN

ANSON RD

WIMMER BLVD

EXHIBIT “6”

February 7, 2024

Dear Property Owner or Neighborhood Association Representative,

The purpose of this letter is to inform you that our client intends to file a request for a use permit to allow a marijuana dispensary in the commercial center located at 49237 W. Papago Road. The Property is zoned CB-2 which allows for this use. There was a dispensary at the same location called Ponderosa Relief from about 2015 to 2020.

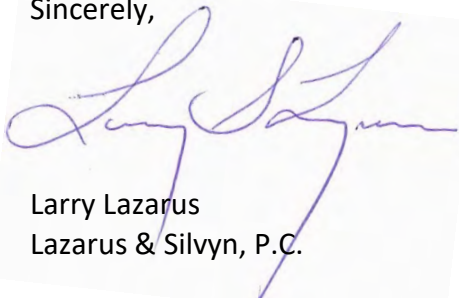
We invite you to attend a neighborhood meeting on **February 21, 2024, at 5:00 pm** at the Raceway Bar located in the same commercial center at 49237 W. Papago Road. We will give a brief presentation and be available to answer any questions you may have.

Following the neighborhood meeting we will make a formal application to the County and the permit will be reviewed by staff, heard by the Planning and Zoning Commission, and then the Board of Supervisors. The dates for these meetings will be determined once we file the application.

We would be happy to answer any questions or hear any comments you may have regarding this proposal. You may reach me at LLazarus@LSLawAZ.com, 602-340-0900 or Michelle Green, Senior Planner at MGreen@LSLawAZ.com, 602-340-0900.

We look forward to seeing you there.

Sincerely,



Larry Lazarus
Lazarus & Silvyn, P.C.

EXHIBIT “7”



YAVAPAI HERBAL SERVICES INC., DBA: NIRVANA CENTER, 2 N. 35th
Ave Phoenix, AZ 85009 Offsite Cultivation Address: 1611 South
Reeves Arena Road, Camp Verde, AZ 86322
#00000015DCGC00626237, #00000121ESBM38825533

YAVAPAI HERBAL SERVICES INC., DBA: NIRVANA CENTER, 2330 N 75th
Ave, Phoenix, AZ 85035 Offsite Cultivation Address: 3905 Old State Hwy
279, Camp Verde, AZ 86322
#000000012DCJT00224887, #00000111ESTX14447382

TOTAL ACCOUNTABILITY SYSTEMS, DBA: NIRVANA CENTER, 6287 E Copper Hill Drive,
Prescott Valley, AZ 86314 OffSite Cultivation Address: 3550 N Sabin Brown Rd,
Wickenburg, AZ 85390
#00000009DCYP00763819, #00000110ESBL46708127

LIFE CHANGERS INVESTMENTS, LLC, DBA: NIRVANA CENTER, 2715 South Hardy
Drive, Tempe, AZ 85282 #0000156ESTDP70697204

ARIZONA TREE EQUITY 2 DBA NIRVANA CENTER, 105 S. Main St. Florence, AZ
#0000170ESTVQ68678199

TABLE OF CONTENTS

DISPENSARY OPERATIONS	3
SECURITY	9
LABORATORY PRODUCT TESTING	14
RECORDS	16
INVENTORY	19
PROCEDURES & DISPENSING	23

DISPENSARY OPERATIONS

HOURS OF OPERATION

The hours of operation are Monday – Sunday from 8 AM to 10 PM.

(Exception: 105 S. Main Street Florence, AZ 9 AM to 9 PM)

This may be subject to change depending on consumer needs and/or any changes with the local government.

JOB DESCRIPTIONS & QUALIFICATIONS

General Manager

The General Manager has responsibility for compliance with Arizona DHS regulations; leading day-to-day operations; supervising all staff; HR responsibilities; scheduling and timekeeping tasks; developing and managing vendor relationships; analyzing operations for efficiency; lead and support all employees with performance management, including rewards and recognition programs; responsible for inventory quality and reconciliation.

ESSENTIAL DUTIES:

- Direction and oversight of all dispensary/establishments operations
- Performance management goal-setting/reviews of employees
- Implement policies and procedures
- Full P&L responsibility for location, ensuring maximum profitability and sales growth
- Lead weekly Manager Meetings with Assistant Managers and Supervisors
- Lead bi-weekly Employee Meetings with all staff
- Ensure that patients experience excellent care while in our facility

QUALIFICATIONS:

- Leadership experience
- Ability to make informed decisions, complete tasks and problem solve
- Results oriented
- Effective oral and written communication skills
- Computer proficient, can easily learn software

Assistant Manager and Supervisor

The Assistant Manager(s) is responsible for assisting the General Manager with day-to-day operations; reporting directly to the General Manager; scheduling; training; lead and support Supervisors and Patient Consultants. Supervisors are responsible for being 1st responders to the retail floor; report directly to the Assistant Manager(s); lead and support Patient Consultants.

ESSENTIAL DUTIES:

- Money handling, balancing of cash registers
- Opening and closing of dispensary
- Knowledge of P&L and dispensary operations

- Participate in weekly Manager Meetings and Employee Meetings, including educational and training
- Ensure that patients experience excellent care while in our facility

QUALIFICATIONS:

- Leadership experience
- Cash handling experience
- Customer service experience

Inventory Specialist

The Inventory Specialist is responsible for recording all inventory movement into the Inventory Control System (ICS), utilizing Dutchie or BioTrackTHC They ensure all inventory is accurately entered into the ICS, and follow all requirements of the Arizona Department of Health Services, Medical Marijuana Department, Arizona Medical Marijuana Act, and pursuant to Proposition 207.

ESSENTIAL DUTIES:

- Works independently to perform duties with minimal oversight
- Coordinate with different departments to ensure production events are completed in a timely manner.
- Manages cycle count process and reconciles the inventory.
- Works with management to reconcile any inventory discrepancies. Communicates inventory adjustments and concerns with management in a timely manner.
- Create inventory processes and reports for new products.
- Ensure all inventory is labeled with the appropriate barcodes for tracking medical or recreational.
- Become an expert on inventory compliance requirements governing the industry

Security

The Security Supervisor will be responsible for the following:

- Ensuring that secure areas of the establishment are limited to access by the establishments principal officers, board members, and authorized dispensary/facility agents.
- Ensuring that the dispensary/facility agent only transports marijuana, marijuana plants, and marijuana paraphernalia between the dispensary and:
 - The dispensary's cultivation site,
 - A qualifying patient,
 - Another dispensary, establishment, or a sample to a facility that has a marijuana testing facility license issued by the Department of Health.
- Ensuring that before transportation, a dispensary/facility agent does the following:
 - Complete a trip plan that includes:
 - The name of the dispensary/facility agent in charge of transporting the marijuana.
 - The date and start time of the trip.
 - A description of the marijuana, marijuana plants, or marijuana paraphernalia being transported;
 - The anticipated route of transportation; and record of multiple routes or stops.
 - Provide a copy of the trip plan to the dispensary, establishment, or accredited testing facility.
- Ensuring that during transportation, a dispensary/facility agent does the following:
 - Carry a copy of the trip plan in subsection with the dispensary/facility agent for the duration

of the trip

- Use a vehicle without any medical marijuana identification
- Have a means of communication with the establishment
- Ensure that the marijuana, marijuana plants, or marijuana paraphernalia are not visible.
- Ensuring that after transportation, a dispensary/facility agent shall enter the end time of the trip and any changes to the trip plan on the required trip plan.
- Ensure that the establishment shall:
 - Maintain the trip plan documents and keep them on file for a minimum of 1 year or until annual inspection with the department.
 - Provide a copy of the trip documents required to the Department for review upon request.
 - Document and report any loss or theft of marijuana or marijuana product from the marijuana establishment's retail site, cultivation site, or manufacturing site to the appropriate law enforcement agency.

QUALIFICATIONS:

- Ability to interact effectively with the public, diffusing situations, and resolving complaints
- Physically fit and able to climb stairs, ramps, and ladders
- Can work in adverse outdoor weather conditions such as cold, rain, or heat
- Ability to convey information clearly to members of the public
- Knowledgeable about crime prevention techniques
- Experience with security camera systems, preparing incident reports, and taking follow up actions
- Ability to communicate clearly and effectively in all situations
- Familiar with local, state, and federal rules regarding Marijuana/marijuana products

Authority & Supervision

Daily, the manager shall verify that the security alarm system is operational. The manager shall be responsible for ensuring that the Patient Care Consultant verifies the eligibility of each consumer to receive cannabis and shall confirm said eligibility with the Department of Health Services. The manager will prepare weekly reports indicating the number of patients seen, the type and quantity of medical marijuana or marijuana dispensed, and the gross revenue generated. All establishment site reports will be submitted electronically to the Directors on a weekly basis. Directors will either be onsite or conduct random site visits at each site to ensure compliance with the stated policies. The General Manager is responsible for supervising the Patient Care Consultants and shall report directly to the Chief Operations Officer of the dispensary. The Cultivation Manager is responsible for supervising Assistant Growers and shall report directly to the chief Operations Officer of Nirvana Center Dispensaries.

Compliance Educational Training (Dual Establishment)

The compliance department will develop and provide training to registered facility agents once a year on the following subjects:

- Guidelines for recognizing the difference between a Medical patient and Recreational Consumer; transactions, allotments and MVP (Money, Verify, Product) practice
- Guidelines for recognizing the difference between Recreational and Medical approved cannabis products; how they must be allotted, sold, and packaged upon purchase
- Guidelines for recognizing the importance for daily cleanliness and sanitation
- Guidelines for product labeling for both FOH and BOH
- Guidelines for understanding Certificate of Analysis, where they are located, and what is considered full panel for each cannabis category: Flower, Concentrate, and/or Edibles
- Guidelines for providing information to qualifying patients related to risks, benefits, and side effects associated with medical marijuana
- Guidelines for providing support to qualifying patients related to the qualifying patient's self-assessment of the qualifying patient's symptoms, including a rating scale for pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, and agitation
- Recognizing signs and symptoms of substance abuse;
- Guidelines for refusing to provide medical marijuana to an individual who appears to be impaired or abusing medical marijuana
- Employees will be trained thoroughly on how to switch between medical/recreational transactions. Product labeling, packaging, and inventory reconciliation for adult use transactions.
- All facility agents will be trained on the requirements of A.R.S Title 36 Chapter 28.2 When a consumer enters the establishment, they must be checked in with a valid identification card that can be easily scanned into an ID verification system. The employee must also check for the following signs:
 - Use of marijuana with alcohol
 - Use of marijuana with illegal psychoactive drugs
 - Use of marijuana with prescription medications (this can be asked to the patient to reduce the possibility of adverse drug effects)
 - Dose escalation/over-use
 - Consumers purchasing for an underage individual
 - Use of marijuana on establishments property
- If the employee sees a high probability of abuse, the patient should be asked to leave the premises. However, if diversion is admitted, then the employee must also report the description of the event to the Arizona Department of Health Services. When multiple employees are trained at once, attendance sheets will be signed and maintained in the dispensary's record books. The Compliance Department will assist in the development and implementation of review and improvement processes for daily operations; keeping up to date with any changes with DHS rules & regulations.

Performance

Evaluations

All employees are hired on a 90-day probationary period. After their first 90 days of employment, the employee will meet with Management and/or Human Resources for a performance review. After this initial period, the employee's next review would be conducted

annually, unless a new position or promotion is given. Performance evaluations will be based upon patient service, product knowledge, punctuality, and adherence to the company's policies and procedures.

Disciplinary Actions

Disciplinary actions will include verbal warning/coaching, written warning, suspension and potentially discharge for repeat violations. Blatant violations will result in immediate termination. The reason for termination will also be provided to the Arizona Department of Health Services. Actions will be taken for any violations of the company policies and procedures and will be documented with the corresponding section.

Confidentiality

No employee may share patient information with unauthorized personnel. The following people would be considered unauthorized:

- Other Patients/consumers
- Competition
- Vendors
- Third Parties
- Family Members and Friends

Any disclosure of confidential information will result in disciplinary action up to and including discharge. No employee is authorized to speak to the media unless specifically designated by the Directors of the establishment. Only the Directors are authorized to make or approve public statements pertaining to the company or its operations. Establishment employees are prohibited from giving out any confidential information at any time. What is overheard, seen or directly mentioned to them must not be told to others unless it is an issue that must be relayed to a manager. The following security safeguards for maintaining records and confidential information will be followed:

- Identify all forms in which the information will reside and protect accordingly, whether it is an electronic file or other portable media. Restrict access password protection and use file encryption. Label the file and the media "do not copy or reproduce" and maintain a record of files or media in a control log. The information is proprietary and cannot be reproduced in any form without the express approval of the Directors.
- If transmitted, use only internal transmission. Do not transmit on the Internet using an unsecured connection.
- Loss of confidential information at any time will immediately be reported to the Manager and the Executive Director as soon as discovered. A Critical Incident Report (see attached) must also be completed. The form will be given to the Manager for immediate follow-up with the Arizona Department of Health Services.

Marketing

A marijuana establishment may engage in advertising only if the following apply:

- The advertising is authorized only by the marijuana establishment responsible for the content of the advertising by name and license number or registration number.
- Advertising shall use a method to verify that the recipient is twenty-one years of age or older before engaging in that communication or dialogue.
- A marijuana establishment will not advertise delivery of marijuana/marijuana

products to consumers. **Liability**

You are legally liable for anything you write online. Anything that infringes on the rights of employees or patients or could cause a hostile work environment is subject to disciplinary action by Nirvana Center.

Social Media Policy

Guidelines for Representing Nirvana Center on Social Media Websites

If you are an employee of Nirvana Center and are using social media websites that will reference the establishment in any way (including mentioning our products, services, and competitors), you must state that your opinions are yours alone and are not those of the dispensary. You must also identify yourself as an employee of the dispensary. You are not authorized to speak on behalf of the establishment. without express permission from the directors or management team. If you have permission to speak on behalf of the dispensary on such websites, please notify the Marketing Manager that you are writing on social media websites or blogs.

Confidentiality

You are prohibited from writing information on your social media page, blog or website that is considered proprietary or confidential. Confidential or proprietary information can include product information and releases, company or marketing strategies and plans, or any other information that has not already been released to the public. If you are not sure what is considered proprietary and confidential, consult with your supervisor or the management team.

No employee of Nirvana Center is to ever initiate contact with any card holding medical marijuana patient in Arizona using social media. Always assume that any individual posting pictures of cannabis online based in Arizona is a medical marijuana patient to err on the side of caution. If a patient initiates contact and the employee chooses to be receptive, you must disclose your real name and identify yourself as an employee of the dispensary. If the contact turns hostile, immediately terminate contact with the patient. Never harass or intimidate anybody online while working at the dispensary.

The dispensary's logos or trademarked items may not be used without prior written authorization from the directors or management team.

Ownership of Social Media Pages

If you create or manage a social media page on behalf of the dispensary, all information contained on the social media page, including friends, contacts, followers, likes, and any other proprietary or sensitive information, will be considered property of the dispensary. No employee will have any ownership rights over such materials. These social media websites include, but are not limited to: Facebook; Twitter; Instagram; MySpace; LinkedIn; YouTube; Pinterest; Google+; and Vine.

Privacy

The contents of your social media page, blog or website should always treat Nirvana Center and its employees and customers with respect. No name calling or negative behavior that will reflect onto the company will be tolerated. Unfounded accusations, name calling or using trademarks or logos without permission are grounds for dismissal. You must consider the privacy rights of your fellow employees. If you are choosing to write about them, you should obtain their permission prior to writing to ensure you are not infringing on their right of privacy.

SECURITY

Authorized Access

The establishment and cultivation site will be always locked unless a principal officer, board member, or authorized dispensary/facility agent is entering or exiting the facility. Nirvana Center will not allow any individual who is not a principal officer, board member, or dispensary/facility agent into the dispensary or cultivation site. Only qualified patients, caregivers, and consumers will be allowed into the retail area after their state-issued cards have been verified in the waiting area. There will be a “No Loitering” sign posted outside the dispensary and cultivation site. Law enforcement will be notified if any suspicious activity is observed. Employees must conduct daily checks of the security cameras and recording system at the start of every shift. If a problem is detected with the electronic monitoring system, it must be logged in the Critical Incident Report under “Alarm/Monitoring”. Employees must activate a panic button when an immediate danger is posed in situations such as a bomb threat, forced intrusion, robbery, hostage situation, active shooter, or another critical incident.

Consumers & Minors

Consumers will be allowed to enter the premises as long as they are 21 and up and their identification has been verified by security upon entry. Identification will be within requirements of A.R.S Title 36 Chapter 28.2. Minors will be allowed in the lobby of the dispensary for both patients and consumers within the following circumstances:

- The patient/consumer is making a **pick up order** and does not need access to the dispensary sales floor.
- The patient/consumer is entering to **use the ATM** to complete their purchase.
- Minors are prohibited to enter the dispensary sales floor at any time. Minors must remain accompanied by their guardian at all times.

Dispensary & Facility Agents

A dispensary/facility agent is required to have the dispensary/facility agents license in immediate possession when the DA/FA is: providing volunteer services at the marijuana establishments retail site, cultivation site, or manufacturing site, and when transporting marijuana/marijuana products.

Facility Agents

Facility agents are required to ensure that they are linked to the establishment, cultivation site, or manufacturing site to be in compliance with the department.

Unauthorized Access

Anyone who does not possess a valid dispensary/facility agent ID will not be authorized into the retail site, cultivation site, or manufacturing site. Anyone without the possession of their DA/FA valid agent card will not be able to provide volunteer services at or on behalf of the marijuana establishment.

A Monitronics alarm system has been installed at the establishment and cultivation site which includes motion detection, door/window sensors, glass break sensors and will provide push notifications to directors’ mobile phones if there is an intrusion. Panic buttons have been installed in key locations and staff will wear wearable panic buttons. Video cameras with motion detection have also been installed in critical locations.

Identification

Staff will be required to always wear badges and will be provided unique access codes to the establishment and cultivation site. Employee only areas are marked and storage areas will be locked at all times. Storage areas may only be accessed under the supervision of the dispensary manager.

Security Equipment

The building will be equipped with the following:

- Cameras and DVR
- Access controls for all necessary doors (e.g. - inventory room).
- Safe for excess money
- Exterior and interior lighting during non-business hours
- State of the art Alarm System

Intrusion Detection

The Monitronics alarm system provides sophisticated alerting for intrusion detection.

Exterior Lighting

- All areas within the dispensary and cultivation site will be properly lit, to include the main lobby, stairwells, hallways and common areas.
- Security lights throughout the building will be lit 24 hours a day.
- All lights, to include emergency lighting, will be maintained in good repair and inspected regularly. ● Lighting that will sufficiently illuminate all portions of the establishment and patron parking areas, consistent with Pinal County Policy for exterior and site lightening
- Lights will be positioned strategically in all establishment and patron parking areas, and will be constructed of vandal resistant light fixtures, all which will be consistent with the Pinal County policy for exterior and site lightening
- All lights will be maintained in good working order and repaired and inspected regularly

Electronic Monitoring

Electronic monitoring is being provided using the Swann D-1 and 10 PRO-536 multi-purpose cameras with a 720x480 resolution. A Monitronics/Alarm.com alarm system with panic buttons that communicates via radio with customer interaction from any computer and most smart phones. Also includes open / close reports and the ability to set alerts and control thermostats. Devices that have been installed include 1 keypad, 2 motion detectors, 3 door contacts and 3 panic buttons. A camera system including at least 8 indoor cameras and 2 exterior cameras to provide coverage of all entrances to and exits from the building. The cameras are positioned to identify any activity occurring in or adjacent to the building. The battery backup to the camera system lasts for 30 minutes. All recorded and live video is web based and can be viewed from any computer and most smart phones.

Camera locations:

- Front of building (exterior)
- Lobby area
- Reception area

- Dispensing area
- Storage room
- Point of Sale
- Back of building (exterior)
- Hallway

Cameras will be distributed in the listed locations with additional cameras being added as necessary at:

- The point of sale- dispensary agents must identify the qualifying patient or caregiver and ensure that they fall within the POS camera's line of sight
- In the storage area – although the cameras are capable of identifying activity occurring within the storage room in low light conditions, employees must ensure that items are not blocking the storage room camera's line of sight. The alarm handler is a feature of the D-1 and includes the following failure notification system that provides an audible and visual notification of any failure in the electronic monitoring system including email and text messaging

Alarm triggers

- External sensors (dry contacts)
- Motion detection (via VMD)
- Loss of video

Programmable actions

- Alarm verification (pre / post) high resolution video clip send to central station and/or mobile device

Panic Buttons

The panic buttons are located in the reception area, the dispensing area, and the storage area. There are also three located inside the cultivation site, and all employees are trained on their location. They are to be activated anytime a critical incident occurs.

Conducting Electronic Monitoring

On a daily basis, the manager shall verify that the security alarm system is operational and that each employee is in possession of his or her company issued personal alarm panic button. The Manager shall also check that all cameras are functional.

Use of Panic Buttons

If the following situations occur, panic buttons must be utilized immediately:

- A robbery or invasion of the establishments property or private property
- Bomb threats to company facilities.
- Assaults, attacks, molestation, or threats upon employees while on company property or in the performance of their work.

A CRITICAL INCIDENT REPORT MUST BE FILED FOR ANY SUCH EVENT. SEE EXAMPLE FORM

Name	
Title	
Date	
Date of Incident	
Time	
Time of Incident	
Incident (Circle those that apply and add comments)	
Alarm/Monitoring	
Assault	
Break-In/Burglary	
Confidential Information Breach	
Inventory Loss	
Isolated Employee	
Fire	
Medical Emergency	
Property Damage	
Sexual Harassment	
Temperature	
Water Leak	
Other	
Theft	

Loitering

There will be a “No Loitering” sign posted outside the establishment and cultivation site. Law enforcement will be notified if any suspicious activity is observed. Employees must conduct daily checks of the security cameras and recording system at the start of every shift.

Verifying Access Privileges

Only employees who have completed a background check and received their dispensary/facility agent cards will be allowed on premises. This will be implemented by providing them a key to the dispensary and a unique code with the Monitronics alarm system.

Transportation

A Facility Agent

Agent may transport marijuana, marijuana plants, and marijuana paraphernalia between the dispensary and:

- The dispensary's cultivation site,
- A qualifying patient
- An Accredited Laboratory for testing purposes, and
- Another establishment/dispensary.

Dutchie has a wholesale module that will allow for shipping manifests and a trip plan that includes this information. **Agent Responsibilities while Transporting or Delivering Marijuana, Marijuana Plants, and/or Marijuana Paraphernalia**

Authorized dispensary/facility agents may transport marijuana, marijuana plants, and marijuana paraphernalia between the dispensary, establishment and the cultivation site, a qualifying patient, an accredited laboratory, and another dispensary/establishment. Before transporting the above items, a dispensary/facility agent must use the shipping module in Dutchie and record the following information to create a trip plan:

- The name of the dispensary/facility agent in charge of transporting the marijuana.
- The date and start time of the trip.
- A description of the marijuana, marijuana plants, or marijuana paraphernalia being transported including the strain, amount (weight/units), number of plants (if applicable) and batch number (if applicable) The dispensary/facility agent must also plan the anticipated route of transportation using Google Maps and provide a copy of the trip plan to his/her supervisor. A copy of the trip plan must also be kept with the dispensary/facility agent transporting the items. Details regarding the trip should not be shared with anyone outside the establishment. The dispensary/establishment shall provide an unmarked vehicle with heavily tinted windows for transportation of the items. Employee vehicles must not be used to transport marijuana, marijuana plants, or marijuana paraphernalia. When loading the items, employees must arrange items in a manner that will not draw attention during the trip. Before beginning the trip, employees must ensure that marijuana, marijuana plants, or marijuana paraphernalia are not visible. Employees will be provided with a dispensary-issued cell phone for the trip and must be reachable for the duration of the trip. It is the employee's responsibility to keep the cell phone charged. If the employee passes through a documented cellular "dead zone", he/she must call the dispensary when cell phone service is available if another employee is trying to contact him or her. Violations of this policy may result in immediate termination of employment.

After the trip has been completed, the employee must document the end time of the trip and any deviations from the original trip plan. If multiple orders were taken each trip plan must reflect the anticipated route and time frame for each delivery stop. The trip plan must then be filed in a manner that makes it easily accessible. If the Arizona Department of Health Services requests a copy of a trip plan, it must be provided within one business day.

Trip Plans (If Applicable)

A dispensary/facility agent must complete a trip plan anytime medical marijuana is being transported to or from the dispensary, establishment or to or from the cultivation site. A trip plan must be used if transporting a sample to an accredited laboratory. The trip plan must include:

1. The name of the dispensary agent in charge of transporting the marijuana
2. The date and start time of the trip
3. A description of the marijuana, marijuana plants, or marijuana edibles being transported
4. The anticipated route of transportation; and if applicable record of multiple stops
5. The dispensary/facility agent must provide a copy of the trip plan to the dispensary, establishment, cultivation, or marijuana laboratory.

Qualified Receivables

1. A transporting dispensary/facility agent from the employed license will ensure the receivable is a licensed dispensary, facility, or laboratory agent for the cultivation, laboratory, or dispensary/establishment front.
2. When submitting samples to a laboratory the laboratory must possess a laboratory registration certificate issued by the department and is approved by the department of health to test for the analyte for which testing is being requested; the dispensary agent is responsible for getting a scanned copy of the lab agents card and signature onto the trip plan or invoice containing the sample information.
3. For transporting medical marijuana to a qualified patient, the dispensary agent will ensure to check the patients' Medical Marijuana card number upon arrival to ensure they are an active patient.

Laboratory Product Testing

Before offering a batch of medical marijuana or marijuana product for sale/dispensing to a qualified patient or designated caregiver, or consumer an establishment shall ensure that each batch of medical marijuana or marijuana products have completed testing for the required analytes.

- All Medical Marijuana/marijuana products prior to being dispensed to patients or consumers will be verified that it follows the department's requirements for analytes. The establishment will not dispense marijuana or a marijuana product to a patient without having accurate passing test results.
- In the event of any acquisition or providing medical marijuana/marijuana products in regard to testing, the establishment will follow these procedures ensuring to request passing test results for all products delivered to and from the dispensary. Rule R9-17-317.01 and the table on pg.22-24 must be met or the product will not be eligible for sale at the establishment.
- A dispensary/facility agent must allow an accredited laboratory agent with a valid department issued ID access to the marijuana or marijuana product to collect samples.

Products eligible for dispensing

To be eligible for sale marijuana/marijuana products must meet the analyte requirements seen in the table (pgs.22-24). Only laboratories able to provide accurate test results per batch that are in compliance with DHS requirements will be offered for sale or dispensing. Upon request, the dispensary will ensure to have test results per batch available for review. A sign will be viewable to all patients to ensure they are aware test results are available for them at any time. The results will include but not limited to the laboratory certification information, a photograph of the marijuana or marijuana plant being tested, and the batch number of the product. The product test results will be tested for all required analytes.

Products not eligible for dispensing

If a producer cannot provide the required test results needed before at time of drop off, then they will not be accepted by the establishment for sale and will be returned to the producer immediately. Marijuana/ Marijuana product that is produced by the dispensary that fails analyte testing will be disposed of using a percentage of kitty litter and vinegar immediately.

Storage for products pending test results

A dispensary shall ensure until the laboratory testing has been completed and the marijuana/ marijuana product has passed the testing requirements. A batch of marijuana or marijuana products is stored in a location away from medical marijuana and marijuana offered for dispensing. Medical Marijuana/Marijuana Products Batches pending test results will be stored off the floor on a rack labeled with parent ID identical to the parent ID/ batch number located on the sample. The flower will be secured in a large turkey bag/ Mylar that will allow the flower to remain fresh. The flower will have a sealed label on the top to eliminate biological/chemical contamination from entering or further tampering.

Procedure for pulling a sample

Only one sample of each batch of medical marijuana or marijuana product is collected for submission. (per batch of medical marijuana, marijuana product) Each batch should have a minimum of 12 grams for submission **Sampling Method:** Medical Marijuana/marijuana products: Star pattern, sampling from top, middle, and bottom of each storage container

Batch: To ensure the product being submitted for testing is the correct product both products will contain the batch # or parent ID that can be tracked in BioTrackTHC. This batch allows you to bring up the custody showing when the product was adjusted out for sampling. The custody will show any changes happening to that specific product and record all changes in BioTrackTHC.

Tampered Label: To ensure the sample remains untampered with, the mylar or prescription bottle will be sealed with a label over the top. If the product is tampered with the seal will be broken, indicating it is now a contaminated product. Tampered product is to be disposed of immediately and not used for sale.

RECORDS

Business Records

Purchases, sales, payroll, and other transactions that have generated supporting documents such as invoices and receipts will be maintained. Supporting documents include sales slips, paid bills, invoices, receipts, deposit slips, and canceled checks. Employees will be required to keep them in an orderly fashion and in a safe place. For instance, organize them by year and type of income or expense.

Employees must keep the following records:

1. Gross receipts:

- a. Cash register tapes
- b. Bank deposit slips
- c. Receipt books
- d. Invoices
- e. Credit card charge slips
- f. Forms 1099-MISC

2. Purchases:

- a. Canceled checks
- b. Cash register tape receipts
- c. Credit card sales slips
- d. Invoices

3. Expenses:

- a. Canceled checks
- b. Cash register tapes
- c. Account statements
- d. Credit card sales slips
- e. Invoices
- f. Petty cash slips for small cash payments
- g. Travel, Transportation, Entertainment, and Gift Expenses

4. Assets:

- a. When and how the assets were acquired
- b. Purchase price
- c. Deductions taken for depreciation
- d. Deductions taken for casualty losses, such as losses resulting from fires or storms
- e. How the asset was used.
- f. Asset sale price
- g. Expenses of sale

Business Records Retention

Method(s)

Business records will be maintained using Dutchie, BioTrack, and Quickbooks, and by scanning and storing original documents. Reconciliation will be done using Microsoft Excel.

Time-Frames

The dispensary shall maintain the documentation required at the dispensary and cultivation site for five years from the date on the document. Inventory transaction history is held securely on redundant servers, and cannot be deleted, even by Admin (Full-Privilege/Access) Users.

If the department performs a surprise inspection and documents that are being requested are not onsite, the manager on duty is to contact the compliance manager to ensure the requested documents get sent to the department.

Qualifying Patient Records

Dutchie will be used to establish and maintain qualified patient records. The dispensary will not deliver medical marijuana to patients and will retain records for inspection by AZDHS using Dutchie.

Authorization

An entity in a qualifying patient record: Is recorded only by a dispensary agent authorized by dispensary policies and procedures to make an entity. Only those agents with specific permissions to modify a patient record may do so. Those permissions are granted to Dispensary Managers and Patient Care Consultants. Permissions are not mutually exclusive, so a Director could also be granted Patient Access if deemed appropriate by store management.

Electronic Records – Limitations

Electronic Records must be dated and signed by the dispensary/facility agent and can't be changed to make the initial entry illegible. All transaction information is electronically time/user stamped and recorded into the system. This includes the dispensary agent's registry identification number, and User/Agent login ID is attached to every action performed on a patient record (Patient History). The registry identification number for the dispensary/facility agent is captured in the user ID record. An entry must be made on the qualified patient record anytime a patient visits the dispensary and enters the dispensing area.

Patient Information

Qualifying patient information that includes:

- The qualifying patient's name and patient ID number;
- The qualifying patient's date of birth;
- The name of the qualifying patient's designated caregiver and ID number, if applicable; This information is captured in the system and must be typed into the Patient File from when creating a new record, or reviewed when validating an existing patient.

Education & Support Materials Provide

Documentation of any patient education and support materials provided to the qualifying patient or the qualifying patient's designated caregiver, including a description of the materials and the date the materials were provided will be recorded; Any services that the patient/caregiver utilizes can be captured in the patient profile. Description of the service can be provided in the product description and date and time stamps are generated and recorded by the completion of an order containing the service. The system can record free of charge items, and the product setup will capture any cost incurred by the dispensary.

Denials of Sale

Patients who do not have a valid card, are over the 2.5 oz/14-day medical marijuana limit, have a card revoked by the Arizona Department of Health Services or seem intoxicated will not be allowed to enter the dispensing area of MMJ Apothecary. All available information such as the patient's name, date of birth, ID card, and Qualifying Patient card ID must be recorded using Dutchie.

For each time the qualifying patient requests and does not obtain medical marijuana or, if applicable, the designated caregiver requests on behalf of the qualifying patient and does not obtain medical marijuana from the dispensary, the following shall be recorded:

1. The date; *The software can be used to capture the date and exact time of any action-taking place in the system.*
2. The name and registry identification number of the individual who requested the medical marijuana; *Registry identification will always be associated with an individual's file once they are initially entered.*
3. The dispensary's reason for refusing to provide medical marijuana. *The administrator or manager has permission to add comments to any order, even after it has been closed. Those comments remain with the record.*

Delivery Method
A Qualified Medical Marijuana Patient may call in a delivery if they are not able to make it into the dispensary. The order must be called in at least 1 hour before delivery time. Dispensary Agents must complete the order in

the system and check the DHS of the patient before leaving the facility. At the same time the products are being delivered, the Dispensary Agent must enter the amounts for the products into the Arizona Department of Health Card Verification and Limit Eligibility System.

Confidentiality

There are safeguards to prevent unauthorized access, and the system offers Individual User/Agent logins, any of which can be disabled or modified by the admin at any time from any location with Internet access.

Dispensary/facility agents will be provided setup coaching regarding disabling web browser password memory and other procedural safeguards. When creating user accounts, the software rates the 'strength' of passwords being associated with the user accounts. These and many other features are required to follow HIPAA guidelines for patient security.

The date and time of an entry in a qualifying patient's file is recorded electronically by an internal clock when the event occurs. Any modification to the patient record or patient status change (record created, patient checked-in, order completed, order canceled, etc.) is currently recorded in 'Patient History' along with a timestamp and the user/agent that performed the action.

Retention

The dispensary shall maintain the documentation required at the establishment for five years from the date on the document. Inventory transaction history is held securely on redundant servers and cannot be deleted, even by Admin (full privilege) users

INVENTORY

Inventory Control System

The dispensary will utilize Dutchie as its inventory control system. It will use the inventory reports in Dutchie to show current inventory levels, which can also be filtered by day. Each day's ending inventory would be the next day's beginning. Each item has a transaction history that shows every sale (sold weight and actual weight), addition, and removal from inventory, as well as providing a date/time stamp of the event and the user id of the person who executed the event. Customizable entries designate reasons for inventory adjustments and varying costs can be associated with these adjustments. Additions can also be made through non-monetary orders with donation information for medical marijuana/marijuana products acquired from qualified patients and caregivers. Purchase orders and invoices will be generated for medical marijuana/marijuana products acquired or provided to another dispensary, establishment, accredited laboratory or cultivation site. All recorded information is visible to users with Admin levels of access only. All purchase transactions are tied to patient records.

The Cultivation Site and infusion kitchen will use Dutchie to perform monthly plant audits and track all inventory items on a daily basis. All harvests, waste, deliveries and transfers will be tracked in Dutchie, and will include an accompanying paper form.

Disposal of Unusable Marijuana

The dispensary will either use Kitten Litter/Vinegar method to dispose of medical marijuana/ marijuana products or provide it to local law enforcement (see attached document). Medical marijuana is considered unusable if it has stem, seed, is moldy, has been returned by a customer, has been packaged incorrectly, or has become stale. The product will be stored in unmarked bags in the safe room of the dispensary. The disposal documentation will include the description of and reason for the marijuana being disposed of including, if applicable, the number of failed or other unusable plants, the date of disposal, and the method of disposal; and the name and registry identification number of the dispensary agent responsible for the disposal.

The Cultivation Site will use the same form but will dispose of unusable marijuana by mulching it with a ratio of kitty litter and bleach to ensure it is fully contaminated. Trimmings, remnants and by products will be stored in black bags that are unidentifiable before waste.

SEE SAMPLE FORM ON NEXT PAGE

Today's Date:	Final Disposal Date:
Dispensary/Facility Agent Name:	
Dispensary/Facility Agent ID:	
Flower being disposed of: _____.	

Plants being disposed: _____	
Reason for disposal:	
Method of disposal:	

Designated Facility Agents

The Inventory Manager and Cultivation Manager are responsible for maintaining the Inventory Control System and will be responsible for documenting when dispensary/facility agents are given access to the Inventory Control system. This documentation will include the date and dispensary/facility agent ID. They must also verify that the administration panel of Dutchie has stored this information.

Methods of Acquiring Marijuana/Marijuana Products

Initially the dispensary/establishment will purchase wholesale marijuana from registered dispensaries, establishments and the Dispensaries’ Cultivation Site.

When a qualified patient or caregiver donates medical marijuana to the dispensary, the following steps shall occur:

- The medical marijuana will be inspected for mold and quality
- A Board Member or the Dispensary Manager will be responsible for inspecting the quality of the medical marijuana being donated.
- If the marijuana is determined to meet the efficacy standards of the establishment, the dispensary/facility agent shall document the following using Dutchie:
- A description of the medical marijuana/marijuana products acquired including the amount and strain
- The name and registry identification number of the qualifying patient or designated caregiver who provided the medical marijuana,
- The name and registry identification number of the dispensary/facility agent receiving the medical marijuana on behalf of the dispensary and establishment, and
- The date of acquisition

Using Dutchie and Biotrack to document the process:

Caregivers can be attached/linked to patients in Dutchie and BioTrack. Unlimited supporting documents can be uploaded to a patient profile to provide “hard copy” backup (.pdf, .doc3, jpg and many other formats are allowed). Purchase orders are used to receive inventory from 3rd party vendors, patients or caregivers. The dispensary agent shall attach supporting documentation for these 3rd parties using designated data fields and in scans of uploaded documents, such as state-issued licenses.

When Nirvana Center purchases wholesale marijuana from another dispensary or establishment, the following steps shall occur:

- The medical marijuana/marijuana products will be inspected for mold and quality and must include documentation that full panel testing has been conducted per batch of medical marijuana/ marijuana product.
- A Board Member or the establishment Manager will be responsible for inspecting the quality of the medical

marijuana being donated.

- If the marijuana is determined to meet the efficacy standards of the establishment, the dispensary/facility agent shall document the following using Dutchie:
 - A description of the medical or marijuana products acquired including the amount, strain, and batch number;
 - The name and registry identification number of the dispensary/establishment providing the medical marijuana or marijuana products.
 - The name and registry identification number of the dispensary/facility agent providing the medical marijuana/marijuana product;
 - The name and registry identification number of the dispensary/facility agent receiving the medical marijuana on behalf of the dispensary;
 - The date of acquisition.
 - Accredited laboratory test results per batch of products including the products potency listed in percentage or milligrams.

Dispensary/facility agents must use Dutchie system to generate purchase orders that include the product vendor, as well as product batch ID, ingredients/test results, weight, and other required fields. The batch ID entered from the receiving vendor will follow the marijuana through to the consumer and will always tie back to the source of the product.

Packaging

The Patient Care Consultant will use either jars and sealed Mylar bags to package the medical marijuana or marijuana products using the following steps:

- **Mylar Bags-** A polyester made in extremely thin sheets of tensile strength. These bags protect against light, moisture, and insects. This bag is used to remove oxygen.
- **Glass jars-** Our glass jars contain air sealed lids and are purchased from an accredited provider.
- Qualifying patients or consumers will choose the strain of medical marijuana or marijuana products.
- Patient Care Consultant weighs the medical marijuana using the AZDWM-certified scale if applicable
- Patient Care Consultant records the weight dispensed using Dutchie(Medical)
- Patient Care Consultant attaches label to packaging
- Patient Care Consultant receives payment for marijuana products including all state and local taxes ● Patient Care Consultant records the transaction in the AZDHS transaction system only after payment has been received (Medical)
- Patient Care consultant ensures the consumer has all products in child-resistant packaging upon exit. (Adult Use) **Packaging/Product Restrictions for Adult Use**
 - A marijuana establishment may not: Package or label marijuana products in a false or misleading manner.
 - A manufacturer may not sell products that resemble the form of a human, animal, insect, fruit, or cartoon.
 - Sell or advertise marijuana or marijuana products with names that resemble or imitate food or drink brands marketed to children, or advertise marijuana products to children.

Records Retention

Inventory transaction history, along with all inventory at the Cultivation Site, is held securely on redundant servers and cannot be deleted, even by Admin (full privilege) users. Dutchie provides a DVD backup of any data, which could be submitted to the Department if required. In addition, administrators of the system can produce reports on an ad hoc basis to substantiate any Department request.

Cleaning and Sanitation

General Equipment Maintenance for the Facility

Each Manager will ensure their facility equipment used for production, preparation, packaging, infusion or sale of marijuana products is maintained in a clean and sanitary condition.

A routine daily cleaning will be enforced in all departments ensuring to utilize the 3 step sanitation process with all equipment and surfaces.

Equipment Upkeep

The establishment will ensure all equipment is calibrated accordingly each day before use. Equipment that is broken or malfunctioning will be returned to the corporate equipment manager for further reconciliation.

Employee Handwashing

Each establishment will have 1-2 designated handwashing sinks. Managers will ensure their employees are washing their hands and exposed portion of their arms in the designated handwashing sink during the following: ●

Before prepping marijuana or marijuana products including working with equipment, food, and small utensils ●
After touching a part of the body other than the hands or exposed arms

- After handling equipment with residue
- After using the toilet room

Protection of Medical Marijuana

Inventory/production managers will ensure that during the production of marijuana/marijuana products the marijuana/marijuana product will remain protected from flies, dust particles, and all other contamination.

Production facilities such as cultivations and infusion kitchens will utilize airtight sealable containers. If products are found with any contamination, the product will be disposed of in accordance with the policies & procedures.

The infusion kitchens will ensure all edibles awaiting packaging are securely covered and labeled with the date they began sitting.

Employee Clothing

Managers will ensure employees wear clean clothing appropriate for the task at hand. Infusion kitchens and cultivations may be required to wear facility related issued clothing, uniforms, or protective apparel. Hands are to remain covered with gloves when handling any form of production and changed at each point of production.

Reporting Health Conditions

Employees at the facility are to report any health conditions that may affect the safety or quality of any marijuana/ marijuana products that the employee may encounter.

Determination of Health Conditions

Management will be responsible for reporting health conditions that may affect the safety and or quality of the marijuana/ marijuana product, equipment or materials for processing marijuana. The facility manager will then fill out an illness policy if applicable ensuring the employee will not adversely affect the marijuana or marijuana product.

PROCEDURES & DISPENSING

PROCEDURES

For Acquiring Medical Marijuana or marijuana products from a Qualifying patient or Designated Caregiver:

Orders used to receive inventory include the actual weight received, as well as the reported weight and any variance, and map the received product to specific inventory items in Dutchie, which include strain, genetics, organic, grow medium, description, etc.

- A. The name and registry identification number of the qualifying patient or designated caregiver, who provided the medical marijuana; Caregivers can be attached/linked to patient profiles in Dutchie. Unlimited supporting documents can be uploaded to a patient profile to provide “hard copy” backup of identification and state licensure (.pdf, .doc, jpg and many other formats are allowed). Orders are used to receive inventory from 3rd party vendors, patients or caregivers. Supporting documentation for these 3rd parties is captured in designated data fields and in scans of uploaded documents, such as state- issued licenses.
- B. The name and registry identification number of the dispensary/facility agent receiving the medical marijuana on behalf of the dispensary or establishment.
- C. Orders are used to receive inventory from 3rd party vendors, patients or caregivers. Supporting documentation for these 3rd parties is captured in designated data fields and in scans of uploaded documents, such as state-issued licenses. The user ID of the dispensary/facility agent and date/time of a purchase order check-in is captured.
- D. The date of acquisition; Receipt of orders and the corresponding increase in inventory levels are all date and time stamped.

For Acquiring Medical Marijuana or Marijuana Products from Another Dispensary/Establishment and the Off-Site Cultivation Facility:

Purchase orders used to receive inventory include the actual weight received, as well as the reported weight and any variance, and map the received product to specific inventory items in Dutchie, which include strain, genetics, organic, grow medium, description, etc. Batch ID is also required when receiving inventory from a 3rd party. That batch ID will then follow the product through to its sale to the patient.

- 1.The name and registry identification number of the dispensary or establishment providing the medical marijuana;
 - a.Purchase orders are used to receive inventory from 3rd party vendors, patients or caregivers. Supporting documentation for these 3rd parties is captured in designated Vendor data fields and in scans of uploaded documents, such as state-issued licenses.
- 2.The name and registry identification number of the dispensary/facility agent providing the medical marijuana.
 - a.Supporting documentation for 3rd party vendors is captured in designated Vendor data fields and in scans of uploaded documents, such as state-issued licenses. The user ID of the dispensary/facility agent checking it in and date/time of a purchase order check-in is captured.
- 3.The name and registry identification number of the dispensary/facility agent receiving the medical marijuana on behalf of the dispensary or establishment.
 - a.The user ID of the dispensary/facility agent checking it in and date/time of a purchase order check-in is captured. The user ID captures personal identification information for the dispensary/facility agent, as well as state issued license numbers and scans of identification, licenses and supporting documentation.
- 4.Receipt of purchase orders and the corresponding increase in inventory levels are all date and time stamped. *Suggested Supplemental Documentation:*

1) Disposal Form

2) Loss or Theft Report Form

Dispensing Marijuana Products

The dispensary shall dispense marijuana flowers that can be smoked or vaporized and may procure edibles from another dispensary or establishment that is licensed to manufacture infused goods.

Agent Responsibilities

1. Ensure to have a dispensary/facility agent badge visible at any point they are in the facility.
2. At the time of each purchase, verify an individual's status as a qualified patient, caregiver, or consumer with a valid identification card;
3. Have the individual agree not to distribute medical marijuana to non-patients, or underage consumers.
4. Have the individual agree not to use the medical marijuana for other than medical purposes; (medical)
5. Maintain patient/caregiver records on site or have them reasonably available;
6. Track when patients' and caregivers' medical marijuana recommendations and/or identification card expires;
7. Agents are accountable for use of electronic signatures when dispensing medical marijuana. The Dutchie user login that contains the AZDHS DA identifier will serve as the electronic signature.
8. Exclude patients whose identification card or physician recommendation is invalid or has expired, or who are caught diverting medical marijuana for non-medical use;
9. Refuse to transfer medical marijuana to any person or entity, even if legally qualified, if there is reason to believe such person or entity is using medical marijuana for non-medical reasons or is likely to divert such medical marijuana to persons or entities unauthorized to possess it under state law;
10. Monitor transactions and program controls to prevent a patient and/or caregiver from purchasing more than the legal amount of medical marijuana that a patient may receive in a 14-day period.
11. Provide accredited test results to consumers upon request

Electronic Verification System (AZDHS Point of Sale System)

Before a dispensary/facility agent dispenses medical marijuana to a qualifying patient or a designated caregiver, the dispensary agent shall:

1. Verify the qualifying patient's or the designated caregiver's identity;
2. Offer any appropriate patient education or support materials;
3. Enter the qualifying patient's or designated caregiver's registry identification number on the qualifying patient's or designated caregiver's registry identification card into the medical marijuana electronic verification system;
4. Verify the validity of the qualifying patient's or designated caregiver's registry identification card;
5. Verify that the amount of medical marijuana the qualifying patient or designated caregiver is requesting would not cause the qualifying patient to exceed the limit on obtaining no more than two and one-half ounces of medical marijuana during any 14-calendar-day period; and
6. Enter the following information into the medical marijuana electronic verification system for the qualifying patient or designated caregiver:
 - a. The amount of medical marijuana dispensed,
 - b. Whether the medical marijuana was dispensed to the qualifying patient or to the qualifying patient's designated caregiver,
 - c. The date and time the medical marijuana was dispensed,
 - d. The dispensary agent's registry identification number, and
 - e. The dispensary's registry identification number.

Verification System: (Recreational)

All recreational consumers will only be dispensed marijuana/marijuana product if:

1. Valid identification card is present at time of check in following the department's guidelines.
2. Consumer transactions will be conducted through Dutchie, and a printed receipt will be given to each consumer to track each purchase.
3. A consumer can only purchase up to 1 Oz, and 5 grams of concentrate within that 1 Oz. A consumer will not be sold over their limit per the department.

4.A consumer can also not purchase an infused product over 100mg and must be delineated into 10mg doses

Denial of Sale: (Medical)

A sale shall be denied if the qualified patient, or caregiver demonstrates unacceptable behavior. Unacceptable behavior shall include appearing at the establishment under the influence of alcohol or drugs, failure to comply with a directive issued by a member of the staff or engaging in any other conduct not permitted on the premises.

Reviewed April 8th 2023 35

Upon arrival, patients must show their Qualifying Patient ID and documentation and check in at Reception before entering the Sales Floor. The Patient Care Consultant must verify their ID using the AZDHS Verification System. Patients will wait in line in the line cue until the next Sales Associate is ready to assist them. Patients exit the dispensary at the same door they entered.

Denial of Sale: (Recreational)

A sale shall be denied if the qualified consumer or caregiver demonstrates unacceptable behavior. Unacceptable behavior shall include appearing at the establishment under the influence of alcohol or drugs, failure to comply with a directive issued by a member of the staff or engaging in any other conduct not permitted on the premises. Upon arrival, consumers must show their valid identification document and check in at the reception desk before continuing to the sales floor. The receptionist will verify that the consumer is at least twenty-one years of age before allowing them to make a purchase. Consumers will wait in the line cue until the next sales associate is ready to assist them. A patient consultant will ensure that the consumer is leaving with all products secured in a child-resistant bag before exit.

STEP 1: Greeting

As a consumer approaches your station at the counter, smile, make eye contact, and with great warmth and friendliness, greet them by saying something like, “Hi! Welcome to Nirvana Center! How are you doing today?” When the consumer responds, LISTEN. Be engaged. Sales Associates have one opportunity to make a first impression and this is it! Each staff member’s personal demeanor, smile, tone and level of each voice, the personal touches added to any patient interaction; all make a huge difference in the experience a patient has when they approach the counter.

STEP 2: Selection

In the “Selection” stage, associates should determine what the patient WANTS (type of medicine), NEEDS (quantity), and can AFFORD (price). Use “primer phrases” to begin the selection process. For example: “Have you been here before?” “Do you know what you’re looking for today?” “Are you looking for anything in particular today?” **STEP 3: Purchase**

Once all items have been selected, do a final run-through with the patient, checking every item by name and size to assure it's what the patient wanted to purchase. The patient record in Dutchie must be updated with the selection and the AZDHS transaction record must be updated prior to payment.

The sale of marijuana products shall also be denied if the individual appears to be impaired or abusing marijuana. The dispensary/facility agent must first make an assessment based on the signs of impairment as to whether the individual is impaired;

1. As a result of substance abuse, i.e. illegal or excessive use of substances.
2. As a result of a legally prescribed use of a drug used intentionally to control pain with a side effect of impairment.
3. As a result of a medical condition not under the control of the individual.

If it is determined that the individual is sufficiently impaired for any reason so as to be considered a risk to themselves or others, the dispensary/facility agent is to refer the individual to a supervisor for a second opinion. If a denial is warranted the individual is to be gently advised that due to his condition, it has been decided that in the best interests of himself and the public they should not be provided with the marijuana product. At this point they will be asked to leave and welcomed to return when their impairment is under control. A follow-up call of concern may be warranted. If a hostile or at-risk situation is present the establishment may consider a 911 call or

notification of the appropriate law enforcement authorities. If the sale is denied for any reason, this must be recorded in Dutchie.

STEP 4: Payment

Verbally verify the total amount due. When verbally verifying the total, out of respect for patient privacy, use a voice level that does not broadcast the information to others. The orientation of every employee of the establishment will include a training session regarding our right to Involuntarily dis-enroll any patient from our list of qualifying patients for engaging in unacceptable behavior. Unacceptable behavior shall include appearing at the dispensary under the influence of alcohol or drugs, failure to comply with a directive issued by a member of the staff or engaging in any other conduct not permitted on the premises. We may also dis-enroll a patient for "disruptive

Reviewed April 8th 2023 36

behavior." Disruptive behavior is defined as behavior that substantially impairs our ability to arrange or provide care for you or another qualifying patient member. Consumers will be further advised that Nirvana Center may decline your enrollment if you have been dis-enrolled for disruptive behavior.

Suggested Supplemental Documentation:

1) *Copy of Qualified Patient Record*

Patient Adverse Event and Marijuana Recall

If a patient was subjected to an adverse reaction by a patient, caregiver, or consumer, due to marijuana products sold by Nirvana Center. The Manager will ensure products are quarantined until further testing and or investigation is completed. In an event where marijuana products are concluded to be unsafe, the product will be recalled and handled in the appropriate order.

1. Run a report within the POS system to see the individuals who purchased the product
2. Coordinate the return/retrieval of the recalled product
3. Coordinate the Remediation if applicable
4. Document recall product, disposal log, and or return log

Notice of Agent Termination

The facility will provide written notice to the Department, including the date of the event within 10 business days. Agents will be automatically notified 90 days before their card is due for renewal. All employees' card dates are checked monthly by management.

Employee Health Policy Agreement

Report Illness if possessing the following Symptoms of Illness

I agree to report to the manager when I have:

1. Diarrhea
2. Vomiting
3. Jaundice
4. Sore throat with fever
5. Infected cuts, wounds, or lesions containing pus on any exposed body part (including boils and infected wounds, however small)

Report Exposure of Illness

I agree to report to the manager when I have been exposed to any of the illnesses listed above through:

1. If I possess Norovirus, typhoid fever, Shigella spp. Infection, E. Coli infection, or Hepatitis A.
2. A household member with Norovirus, typhoid fever, Shigella spp. Infection, E. Coli infection, or Hepatitis A.
3. A household member attending or working in a setting with an outbreak of Norovirus, typhoid fever, Shigella spp. Infection, E. Coli infection, or hepatitis A.

Returning to Work:

If you are excluded from work for exhibiting symptoms of a sore throat with fever or for having jaundice, norovirus etc. You will not be able to return to work until the Health Department approval is granted.

Agreement:

I understand that I must:

1. Report when I have or have been exposed to the following symptoms or illnesses listed above.
2. Comply with work restrictions and or exclusions that are given.

I understand that if I do not comply with this agreement, my job may be at risk.

Employee Printed Name: _____

Employee Signature: _____ Date of signature: _____

Manager Printed Name: _____

Manager Signature: _____ Date of signature: _____

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY PLANNING AND ZONING COMMISSION AT 9:00 A.M. ON THE **19th DAY OF DECEMBER, 2024**, AT THE PINAL COUNTY, EMERGENCY OPERATIONS CENTER (EOC), 85 N FLORENCE ST, FLORENCE, ARIZONA, TO CONSIDER THE APPLICATION FOR **A SPECIAL USE PERMIT** IN AN UNINCORPORATED AREA OF PINAL COUNTY, ARIZONA:

SUP-009-24 – PUBLIC HEARING/ACTION: Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, P.C., applicant requesting approval of a Special Use Permit to operate a marijuana dispensary on a 3.3± acre parcel in the **Commercial Zoning District (C-3)**; situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal county.

ALL PERSONS INTERESTED IN THIS MATTER MAY APPEAR AND SPEAK AT THE PUBLIC HEARING AT THE DATE, TIME AND PLACE DESIGNATED ABOVE. DOCUMENTS PERTAINING TO THIS CASE CAN BE FOUND ON THE NOTICE OF HEARING PAGE FOR THE P&Z COMMISSION AT:

DATED on the 21st day of October, 2024, Pinal County Planning & Development Dept.

<https://www.pinal.gov/236/Notice-of-Hearings>

TO QUALIFY FOR FURTHER NOTIFICATION IN THIS LAND USE MATTER YOU MUST FILE WITH THE PLANNING DEPARTMENT A WRITTEN STATEMENT OF SUPPORT OR OPPOSITION TO THE SUBJECT APPLICATION. YOUR STATEMENT **MUST** CONTAIN THE FOLLOWING INFORMATION:

- 1) Planning Case Number (see above)
- 2) Your name, address, telephone number, and property tax parcel number (**Print or type**)
- 3) A brief statement of reasons for supporting or opposing the request
- 4) Whether or not you wish to appear and be heard at the hearing

PROTESTS TO THE REZONING AND/OR PAD OVERLAY ZONE BY 20% OF THE PROPERTY OWNERS BY AREA AND NUMBER WITHIN 300 FEET OF THE PROPERTY PROPOSED FOR REZONING, WILL REQUIRE AN AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL MEMBERS OF THE BOARD OF SUPERVISORS FOR APPROVAL.

WRITTEN STATEMENTS MUST BE FILED WITH: PINAL COUNTY COMMUNITY DEVELOPMENT DEPARTMENT, PO BOX 749, FLORENCE, AZ 85132

Contact for this matter: Sangeeta Deokar, Senior Planner,
E-mail Address: Sangeeta.deokar@pinal.gov
Phone # (520) 866-6641

PUBLISHED ONCE:

Pinal Central Dispatch

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Rachel Cozart, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Pinal Central Dispatch, a newspaper published at Casa Grande, Pinal County, Arizona, Thursday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for 1 issues. The publications thereof having been on the following dates:

PUBLICATION DATES:

Nov. 21, 2024

NOTICE ID: aRQ4LKhgd5p7NZLcVO58

NOTICE NAME: SUP-009-24

(Signed) Rachel Cozart

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 11/22/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY PLANNING AND ZONING COMMISSION AT 9:00 A.M. ON THE 19th DAY OF DECEMBER, 2024, AT THE PINAL COUNTY EMERGENCY OPERATIONS CENTER (EOC), 85 N FLORENCE ST, FLORENCE, ARIZONA, TO CONSIDER THE APPLICATION FOR A SPECIAL USE PERMIT IN AN UNINCORPORATED AREA OF PINAL COUNTY, ARIZONA: SUP-009-24 - PUBLIC HEARING/ ACTION: Rand Del Cotto, Papago Properties LLC, landowner, Larry Lazarus, Lazarus & Silvyn, PC., applicant requesting approval of a Special Use Permit to operate a marijuana dispensary on a 3.3± acre parcel in the Commercial Zoning District (C-3); situated in Section 19, Township 5 South Range 3 East of the Gila and Salt River Base and Meridian, Pinal county, Arizona more particularly described as follows: Lot 93, of PAPAGO BUTTES RANCHO UNIT TWO, in Book 18 of Maps and Plats at Page 27, (legal on file) tax parcel 510-64-005 located east of N White Road, and south along W Papago Road in Maricopa, unincorporated Pinal county. ALL PERSONS INTERESTED IN THIS MATTER MAY APPEAR AND SPEAK AT THE PUBLIC HEARING AT THE DATE, TIME AND PLACE DESIGNATED ABOVE. DOCUMENTS PERTAINING TO THIS CASE CAN BE FOUND ON THE NOTICE OF HEARING PAGE FOR THE P&Z COMMISSION AT: DATED on the 21st day of October, 2024, Pinal County Planning & Development Dept. <https://www.pinal.gov/236/Notice-of-Hearings> TO QUALIFY FOR FURTHER NOTIFICATION IN THIS LAND USE MATTER YOU MUST FILE WITH THE PLANNING DEPARTMENT A WRITTEN STATEMENT OF SUPPORT OR OPPOSITION TO THE SUBJECT APPLICATION. YOUR STATEMENT MUST CONTAIN THE FOLLOWING INFORMATION:
1) Planning Case Number (see above)
2) Your name, address, telephone number, and property tax parcel number (Print or type)
3) A brief statement of reasons for supporting or opposing the request
4) Whether or not you wish to appear and be heard at the hearing
PROTESTS TO THE REZONING AND/OR PAD OVERLAY ZONE BY 20% OF THE PROPERTY OWNERS BY AREA AND NUMBER WITHIN 300 FEET OF THE PROPERTY PROPOSED FOR REZONING, WILL REQUIRE AN AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL MEMBERS OF THE BOARD OF SUPERVISORS FOR APPROVAL. WRITTEN STATEMENTS MUST BE FILED WITH: PINAL COUNTY COMMUNITY DEVELOPMENT DEPARTMENT, PO BOX 749, FLORENCE, AZ 85132

Contact for this matter: Sangeeta
Deokar, Senior Planner, E-mail
Address: Sangeeta.deokar@pinal.
gov
Phone # (520) 866-6641
No. of publications: 1: date of
publication: Nov 21, 2024

* as directed by your staff Coordinator

AFFIDAVIT OF Mailing of Notice of Hearing*

I, Michelle Green, Applicant for case SUP-009-24 (Case number), personally caused 59 mailer(s) to be mailed by first class post regarding the public hearing associated with case SUP-009-24 on 11/25/24 (Date), on a form prescribed by the planning division at least 28 days before the Planning and Zoning Commission Public Hearing, regarding the proposed SUP (Type of application), in unincorporated Pinal County.

The notice(s) and mailing lists were mailed as attached.

Michelle Green
Applicant

STATE OF ARIZONA)
) ss:
COUNTY OF PINAL)

Subscribed and sworn to me by Michelle Green this 5th day of December, 2024.

Mary L. Keating
Notary Public
My Commission Expires:



Pinal County
AFFIDAVIT OF POSTING BROADCAST SIGN

I, the applicant's representative for case # PZ-022-24 & SUP-009-24, personally caused at least one sign to be posted in a visible place on or near the proposed project site at 49237 W Papago Rd, at least 28 days before the Planning and Zoning Commission Public Hearing, in Pinal County.

See attached photo exhibit.

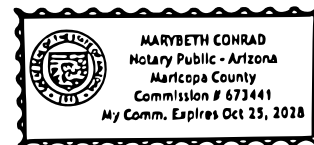
Dynamite Signs
Sign Company Name

Meghan Liggett
Sign Company Representative

Subscribed and sworn to be on 11/25/24 by Meghan Liggett.

IN WITNESS WHEREOF, I Hereto set my hand and official seal.

Marybeth Conrad
Notary Public



My Commission expires: 10-25-28

PINAL COUNTY *Public Hearings*

Case Number: PZ-022-24 & SUP-009-24

Existing Zoning: CB-2

Proposed Zoning: C-3

Acreage: 3.3

Applicant Name: Michelle Green

Applicant Phone Number: 602-340-0900

Public Hearing
Information



Rezoning and SUP to allow a Medical Marijuana Dispensary

Case Information Available at Pinal County Planning & Development Services
(520) 866-6442



November 25, 2024 at 8:04 AM
+32.984482-112.096621
49179 W Papago Rd
Maricopa AZ 85139
United States

PINAL COUNTY *Public Hearings*

Case Number: PZ-022-24 & SUP-009-24

Existing Zoning: CB-2

Proposed Zoning: C-3

Acreage: 3.3

Applicant Name: Michelle Green

Applicant Phone Number: 602-340-0900

Public Hearing
Information



Rezoning and SUP to allow a Medical Marijuana Dispensary

Case Information Available at Pinal County Planning & Development Services
(520) 866-6442

November 25, 2024 at 7:45 AM
+32.984484,-112.097006
49237 W Papago Rd
Maricopa AZ 85139
United States



To view a copy of the Staff Presentation for this Agenda Item please refer to Planning Case (PZ-022-24) BOS Agenda Item, and if applicable to view a copy of the Applicant Presentation if submitted for the Record.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Development Services-Public Works

Director: Joe Ortiz

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Public Hearing and discussion/approval/disapproval of Resolution No. 020525-RD24-105 ordering the abandonment and extinguishment of an easement comprising a portion of Sun Road alignment. Supervisor District #5. (RD24-105) (Celeste Garza/Joe Ortiz)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There are no expected fiscal considerations or impacts associated with this agenda item.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

There are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History	Time	Who	Approval
	1/24/2025 12:03 PM	County Attorney	Yes
	1/28/2025 12:39 PM	Budget Office	Yes
	1/28/2025 4:30 PM	County Manager	Yes
	1/28/2025 4:30 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

[Resolution](#)

[Presentation](#)

[PM](#)

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ORDERING THE ABANDONMENT AND EXTINGUISHMENT OF AN EASEMENT COMPRISING OF A PORTION OF SUN ROAD ALIGNMENT.

WHEREAS, pursuant to A.R.S. § 11-251.16 and Pinal County Development Services Code, Chapter 7.10, a petition has been presented to the Pinal County Board of Supervisors (the “Board”) requesting the extinguishment of a federal patent easement encompassing a portion of Sun Road alignment, specifically the west 33 feet of Assessor’s Parcel Numbers 100-21-012E and 100-21-012C, located within Supervisory District #5, Section 13, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona (the “Easement”); and

WHEREAS the Board having found the Petition to be in proper form; proper notice having been given for the public hearing; the public hearing having been held for public input; no land adjoining the Easement being left without access to public highway; and the Board having considered the feasibility, advantages and necessity of said action and finding the public’s best interest to be served by granting the extinguishment of the Easement; and

WHEREAS, consideration for the extinguishment of the Easement includes tax revenues gained by adding the land to the County’s tax rolls; cessation of County Maintenance responsibility for the Easement; and relief from potential liability for property damages, injury or death, which may occur in the Easement.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Easement comprising of a portion of Sun Road alignment, located within Supervisory District #5, Section 13, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona and legally described in Exhibit A attached hereto, is hereby abandoned and extinguished and all rights and interests held by Pinal County in the Easement are relinquished and hereby revert to the current record owner(s) of fee simple title to the land underlying the Easement:

EXCEPT rights-of-way or easements of existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances, which shall continue, as they existed prior to this abandonment in accordance with A.R.S. 28-7210.

BE IT FURTHER RESOLVED that the Chairman of the Pinal County Board of Supervisors, on behalf of the Board, is authorized to execute this Resolution and all other documentation which may be necessary to release all rights held by Pinal County in the Easement to the owner(s) of record of the fee simple title to the land underlying the Easement.

BE IT FURTHER RESOLVED that this Resolution shall become effective when recorded in the Office of the County Recorder of Pinal County, Arizona

PASSED AND ADOPTED this _____ day of _____ 2025,
by the PINAL COUNTY BOARD OF SUPERVISORS.

Chairman of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

EXHIBIT A
TO
RESOLUTION NO. _____

[Legal Description]

See following pages.

LEGAL DESCRIPTION OF ABANDONMENT

THE NORTH 147.04 FEET OF THE WEST 33 FEET OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER FEE NUMBER 2019-076529 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. SAID PROPERTY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THE NORTH 150 FEET;

EXCEPT THE SOUTH 13.5 FEET OF THE NORTH 163.5 FEET OF THE EAST 198 FEET; AND

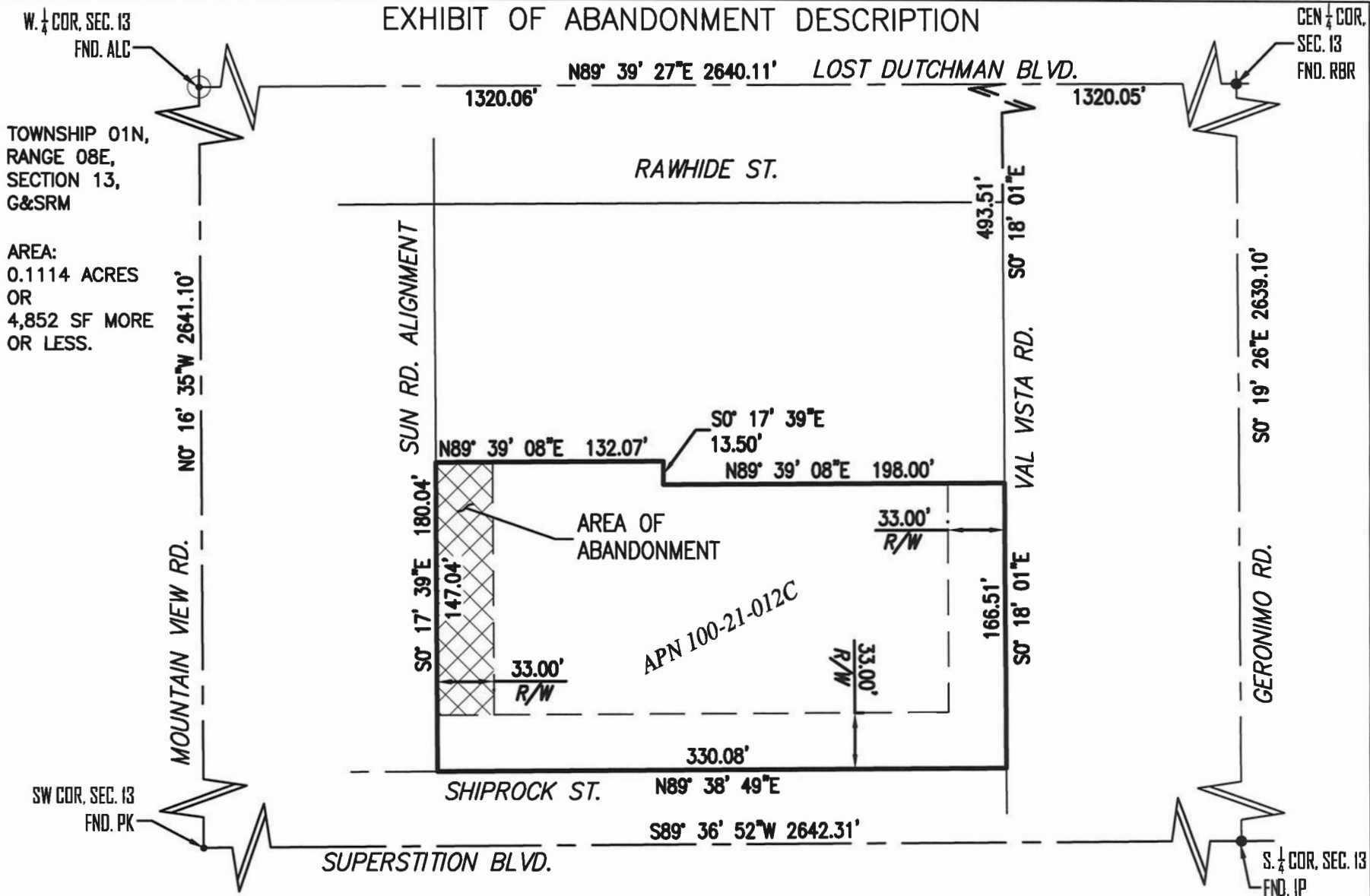
EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT RECORDED IN DOCKET 223, PAGE 514.

ABANDONMENT CONTAINING:

0.1114 ACRES OR 4,852 SQUARE FEET, MORE OR LESS.




EXHIBIT OF ABANDONMENT DESCRIPTION



TOWNSHIP 01N,
RANGE 08E,
SECTION 13,
G&SRM

AREA:
0.1114 ACRES
OR
4,852 SF MORE
OR LESS.

THIS EXHIBIT IS MEANT TO
ACCOMPANY AN EASEMENT
DESCRIPTION AND DOES NOT
CONSTITUTE A BOUNDARY
SURVEY.

	PINAL COUNTY DEPARTMENT OF PUBLIC WORKS SURVEY N.T.S.	COST CENTER #: 3111664 FILE: 01n08e-s13.dwg DATE: 12/04/2024
---	---	--

01n08e-s13.dwg

LEGAL DESCRIPTION OF ABANDONMENT

THE SOUTH 117 FEET OF THE WEST 33 FEET OF THE PROPERTY DESCRIBED AS PARCEL NO.1 AND PARCEL NO.2 IN SPECIAL WARRANTY DEED RECORDED UNDER FEE NUMBER 2024-011467 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. SAID PARCELS 1 AND 2 DESCRIBED THEREIN AS FOLLOWS:

PARCEL NO. 1:

THE NORTH 150 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPTING THEREFROM ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

PARCEL NO. 2:

THE SOUTH 13.5 FEET OF THE NORTH 163.5 FEET OF THE EAST 198 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

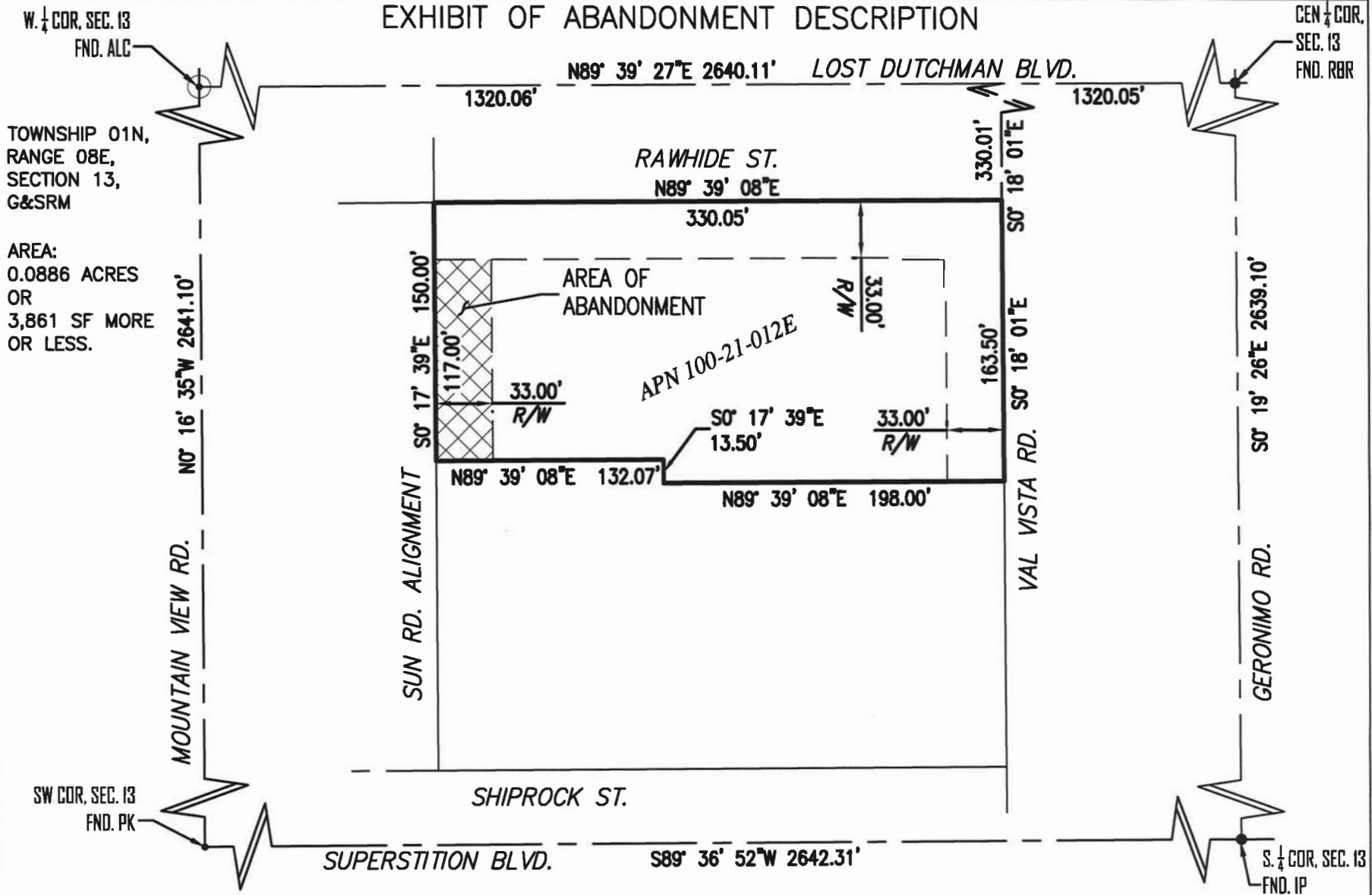
EXCEPTING THEREFROM ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

ABANDONMENT CONTAINING:

0.0886 ACRES OR 3,861 SQUARE FEET, MORE OF LESS.



EXHIBIT OF ABANDONMENT DESCRIPTION



THIS EXHIBIT IS MEANT TO ACCOMPANY AN EASEMENT DESCRIPTION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.



PINAL COUNTY DEPARTMENT OF PUBLIC WORKS

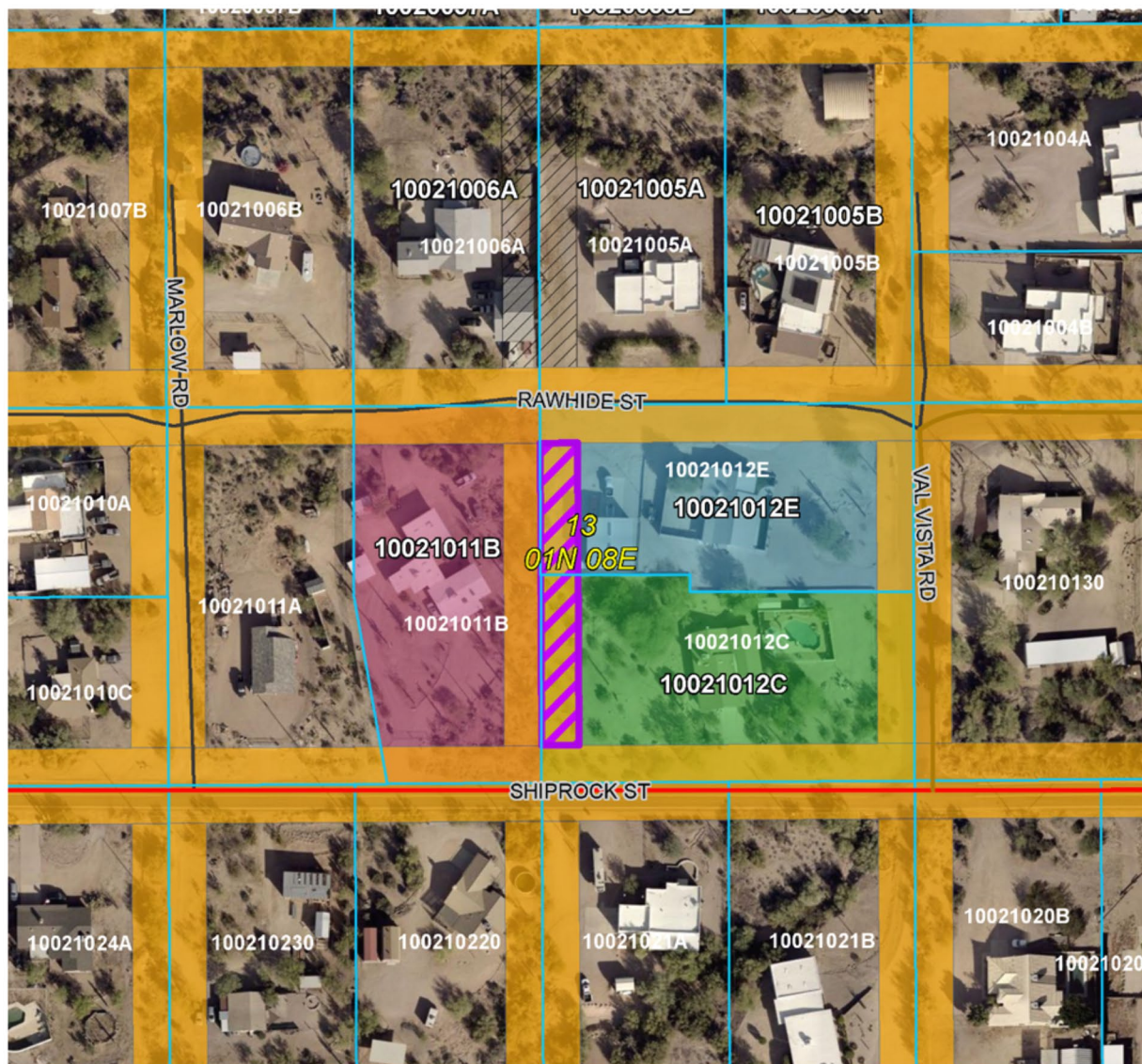
SURVEY



COST CENTER #:	3111664
FILE:	01n08e-s13.dwg
DATE:	12/04/2024

Sun Rd – Rawhide to Shiprock St

- North Pinal County – Section 13 T01N R08E
- Jennifer and Tanner Lamb – Parcel 100-21-012E
- Staff reasons FOR abandonment:
 - Sun Rd alignment is not recognized as a potential roadway.
 - There is no current County maintained roadway on the Sun Road alignment.
 - Legal access to all the surrounding parcels will not be compromised by this abandonment.
 - Physical access to surrounding parcels will not be affected by this abandonment.



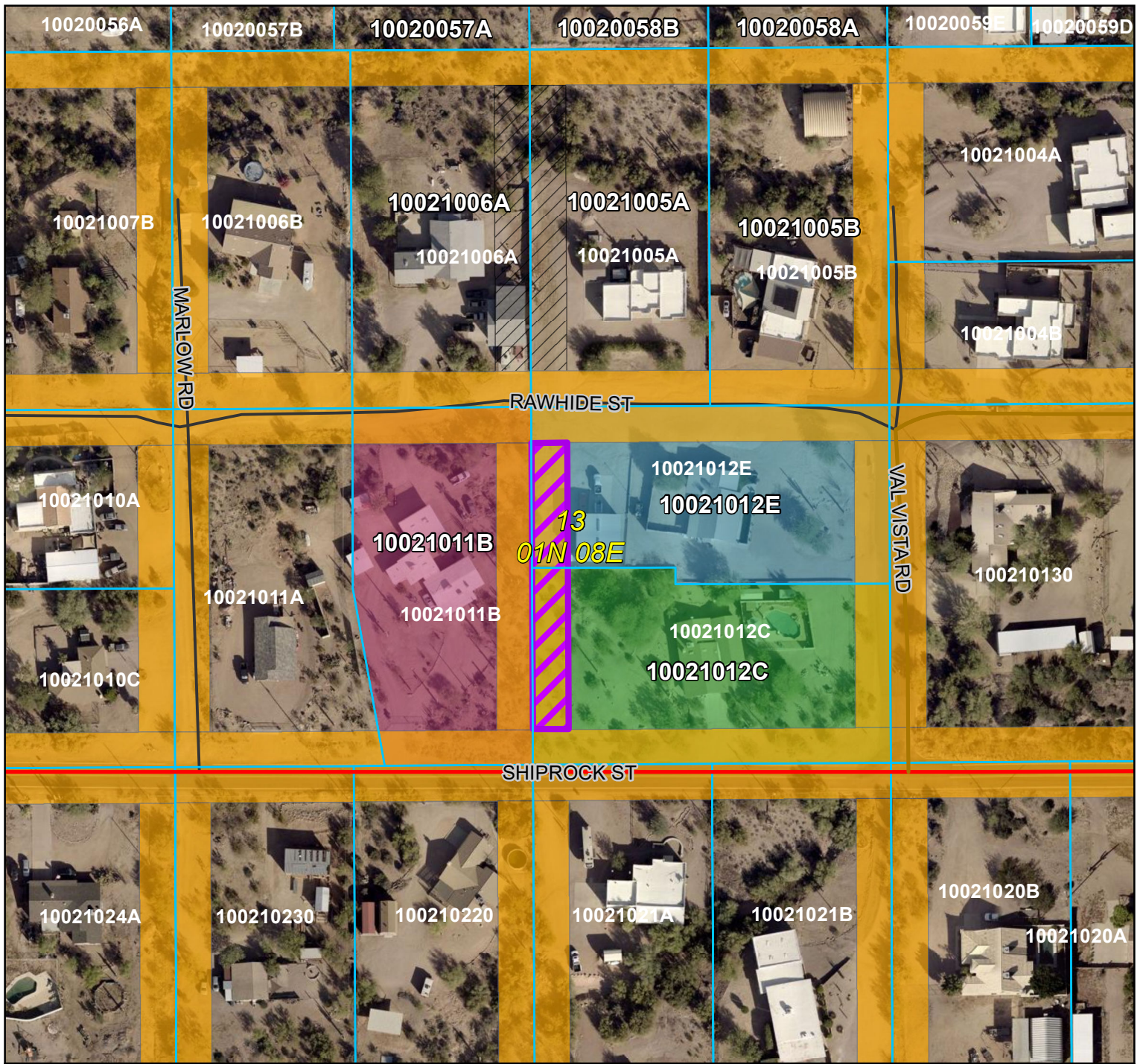
Proposed Abandonment



Looking South down Sun Rd from Rawhide St
Page 512

QUESTIONS?

Celeste Garza
Deputy Director
Public Works Department
Celeste.Garza@pinal.gov
520-866-6402
520-705-3539 (c)

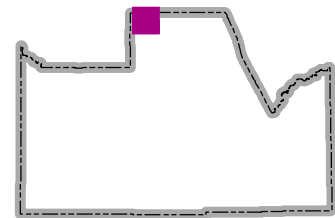
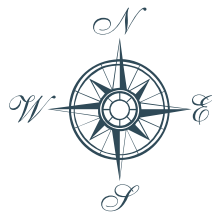


Abandonment Location

Sec.13-T01N-R08E

Right-of-Way Classification

-  Abandoned
-  Public



Affected Parcels

-  10021011B
-  10021012E
-  10021012C
-  PROPOSED ABANDONED PORTION



PINAL COUNTY
WIDE OPEN OPPORTUNITY



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 64

Dept. #: 311

Dept. Name: Development Services-Public Works

Director: Joe Ortiz

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Public Hearing and discussion/approval/disapproval of Resolution No. 020525-RD24-106 ordering the abandonment and extinguishment of an easement comprising a portion of Buckskin Road alignment. Supervisor District #5. (RD24-106) (Celeste Garza/Joe Ortiz)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There are no expected fiscal considerations or impacts associated with this agenda item.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

There are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History	Who	Approval
Time		
1/24/2025 12:03 PM	County Attorney	Yes
1/28/2025 12:35 PM	Budget Office	Yes
1/28/2025 4:28 PM	County Manager	Yes
1/28/2025 4:29 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

[Resolution](#)

[Presentation](#)

[PM](#)

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ORDERING THE ABANDONMENT AND EXTINGUISHMENT OF AN EASEMENT COMPRISING OF A PORTION OF BUCKSKIN ROAD ALIGNMENT.

WHEREAS, pursuant to A.R.S. § 11-251.16 and Pinal County Development Services Code, Chapter 7.10, a petition has been presented to the Pinal County Board of Supervisors (the “Board”) requesting the extinguishment of a federal patent easement encompassing a portion of Buckskin Road alignment, specifically the west 33 feet of Assessor’s Parcel Number 100-22-046B, located within Supervisory District #5, Section 13, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona (the “Easement”); and

WHEREAS the Board having found the Petition to be in proper form; proper notice having been given for the public hearing; the public hearing having been held for public input; no land adjoining the Easement being left without access to public highway; and the Board having considered the feasibility, advantages and necessity of said action and finding the public’s best interest to be served by granting the extinguishment of the Easement; and

WHEREAS, consideration for the extinguishment of the Easement includes tax revenues gained by adding the land to the County’s tax rolls; cessation of County Maintenance responsibility for the Easement; and relief from potential liability for property damages, injury or death, which may occur in the Easement.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Easement comprising of a portion of Buckskin Road alignment, located within Supervisory District #5, Section 13, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona and legally described in Exhibit A attached hereto, is hereby abandoned and extinguished and all rights and interests held by Pinal County in the Easement are relinquished and hereby revert to the current record owner(s) of fee simple title to the land underlying the Easement:

EXCEPT rights-of-way or easements of existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances, which shall continue, as they existed prior to this abandonment in accordance with A.R.S. 28-7210.

BE IT FURTHER RESOLVED that the Chairman of the Pinal County Board of Supervisors, on behalf of the Board, is authorized to execute this Resolution and all other documentation which may be necessary to release all rights held by Pinal County in the Easement to the owner(s) of record of the fee simple title to the land underlying the Easement.

BE IT FURTHER RESOLVED that this Resolution shall become effective when recorded in the Office of the County Recorder of Pinal County, Arizona

PASSED AND ADOPTED this _____ day of _____ 2025,
by the PINAL COUNTY BOARD OF SUPERVISORS.

Chairman of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

EXHIBIT A
TO
RESOLUTION NO. _____

[Legal Description]

See following pages.

ABILITY LAND SURVEYING, INC.

REGISTERED LAND SURVEYOR

FAX (480) 982-7709

PHONE (480) 982-0413

185 SOUTH MOUNTAIN VIEW ROAD - APACHE JUNCTION, ARIZONA 85119

September 1, 2022

Job no. 22-0803

EXHIBIT A

BUCKSKIN ROAD ABANDONMENT

LEGAL DESCRIPTION

THE WEST 33.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THE NORTH 33.00 FEET AND THE SOUTH 33.00 FEET THEREOF.

CONTAINING 0.20 ACRES GROSS.

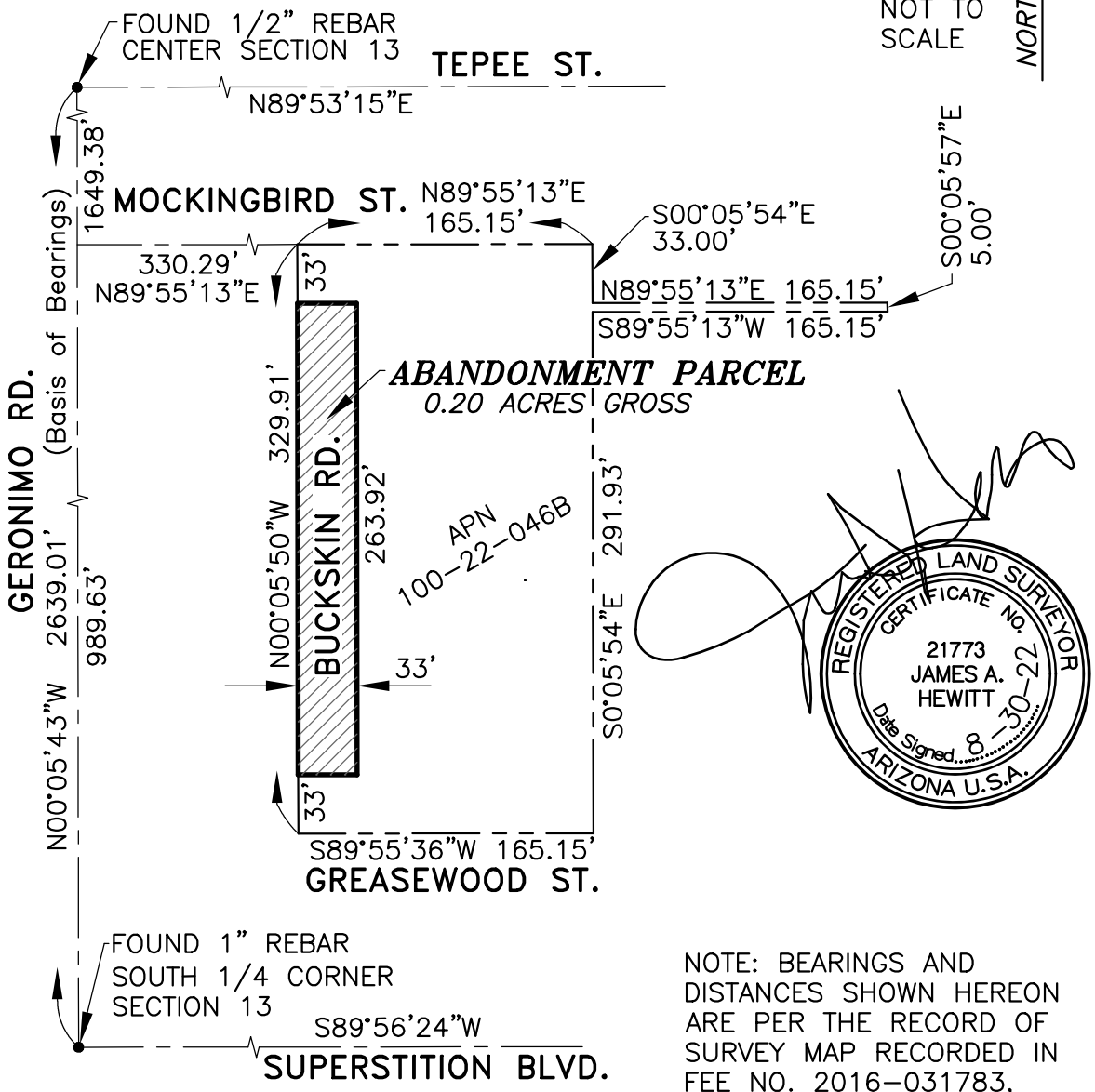


ABANDONMENT EXHIBIT

PART OF THE SOUTHEAST 1/4 SECTION 13
T.1N., R.8E., G.&S.R.B.&M.
PINAL COUNTY, ARIZONA



NOT TO SCALE



NOTE: BEARINGS AND DISTANCES SHOWN HEREON ARE PER THE RECORD OF SURVEY MAP RECORDED IN FEE NO. 2016-031783, PINAL COUNTY RECORDS.

I HEREBY CERTIFY THAT THIS EXHIBIT, AND THE LEGAL DESCRIPTION IT IS TO ACCOMPANY, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ABILITY LAND SURVEYING, INC.	SHEET NO.	DATE	JOB NO.
	1 OF 1	8/22	22-0803

Buckskin Rd – Mockingbird to Greasewood St

- North Pinal County – Section 13 T01N R08E
- Sharon & Mike Merrill – Parcel 100-22-046B
- Staff reasons FOR abandonment:
 - Buckskin Rd alignment is not recognized as a potential roadway.
 - There is no current County maintained roadway on the Buckskin Road alignment.
 - Legal access to all the surrounding parcels will not be compromised by this abandonment.
 - Physical access to surrounding parcels will not be affected by this abandonment.
 - All surrounding utilities do not object to abandonment.



Proposed Abandonment



Looking South at the Buckskin Rd alignment on the West Side of parcel 100-22-046B.

QUESTIONS?

Celeste Garza
Deputy Director
Public Works Department
Celeste.Garza@pinal.gov
520-866-6402
520-705-3539 (c)

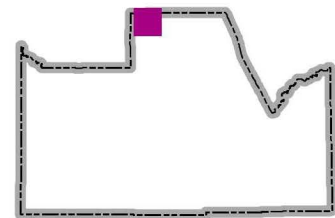
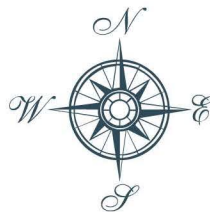


Abandonment Location



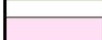

Sec.13-T01N-R08E

Right-of-Way Classification

-  Abandoned
-  Public



Affected Parcels

-  10022045A
-  10022046B
-  10022045B
-  PROPOSED ABANDONED PORTION



PINAL COUNTY
WIDE OPEN OPPORTUNITY



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:**Funds #:****Dept. #:****Dept. Name:** Clerk of the Board**Director:** Natasha Kennedy**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of the recommendation to the Arizona Department of Liquor License and Control of application, series 006 Bar of Andrea Dahlman Lewkowitz for Picacho Travel Center located at 16141 E. Peak Lane, Red Rock, AZ 85145 and authorize the Clerk of the Board to execute and submit all necessary documents to the State. Supervisor District #4. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:**BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:****MOTION:**

Continue to February 19, 2025 Board Meeting

History

Time

Who

Approval

ATTACHMENTS:

Click to download
<input type="checkbox"/> Application
<input type="checkbox"/> Notice of Hearing 02.05.2025
<input type="checkbox"/> Posting Photos 01.06.2025
<input type="checkbox"/> Code Compliance Memo 01.28.2025
<input type="checkbox"/> Posting Photos 01.28.2025
<input type="checkbox"/> Notice of Hearing 02.19.2025
<input type="checkbox"/> Local Governing Body Recommendation

State of Arizona
Department of Liquor Licenses and Control

Created 12/23/2024 @ 12:07:46 PM

Local Governing Body Report

LICENSE

Number:		Type:	006 BAR
Name:	PICACHO TRAVEL CENTER		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	16141 E PEAK LANE RED ROCK, AZ 85145 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(000)000-0000		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLA.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLA.COM

OWNER

60th Day: 2/21/25

105th Day: 4/7/25

Name: PICACHO 10 INC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: CORPORATION
AZ CC File Number: 23128431 State of Incorporation: AZ
Incorporation Date: 09/16/2020
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

Officers / Stockholders

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

PICACHO 10 INC - Director/Shareholder

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

PICACHO 10 INC - Director/Shareholder

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

MANAGERS

Name: JEANNA PAYNE HENSHAW
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (520)247-9176
Alt. Phone:
Email: JEANNA@SAMRA.US

APPLICATION INFORMATION

Application Number: 321445
Application Type: New Application
Created Date: 12/04/2024

QUESTIONS & ANSWERS

006 Bar

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
RED ROCK ELEMENTARY SCHOOL
20854 E HOMESTEAD DR, RED ROCK, AZ 85145
6 MILES
- 3) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
OWNER
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
PINAL COUNTY
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
07/01/2025

SECTION 4 Interim Permit

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S.§4-203.01. For approval of an interim permit: There must be a valid license of the same series currently issued to the location.

1. Current license number at the premises: _____
2. If the license is **NOT** currently in use, how long has it been since the license was last used at this location? _____

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

Sign in front of Notary: _____

State of _____ County of _____ Signed before me on this ____ day of _____, 20____. Notary Signature _____ My commission expires on ____ / ____ / ____	<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> Notary Seal </div>
---	---

SECTION 5 Background Check

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

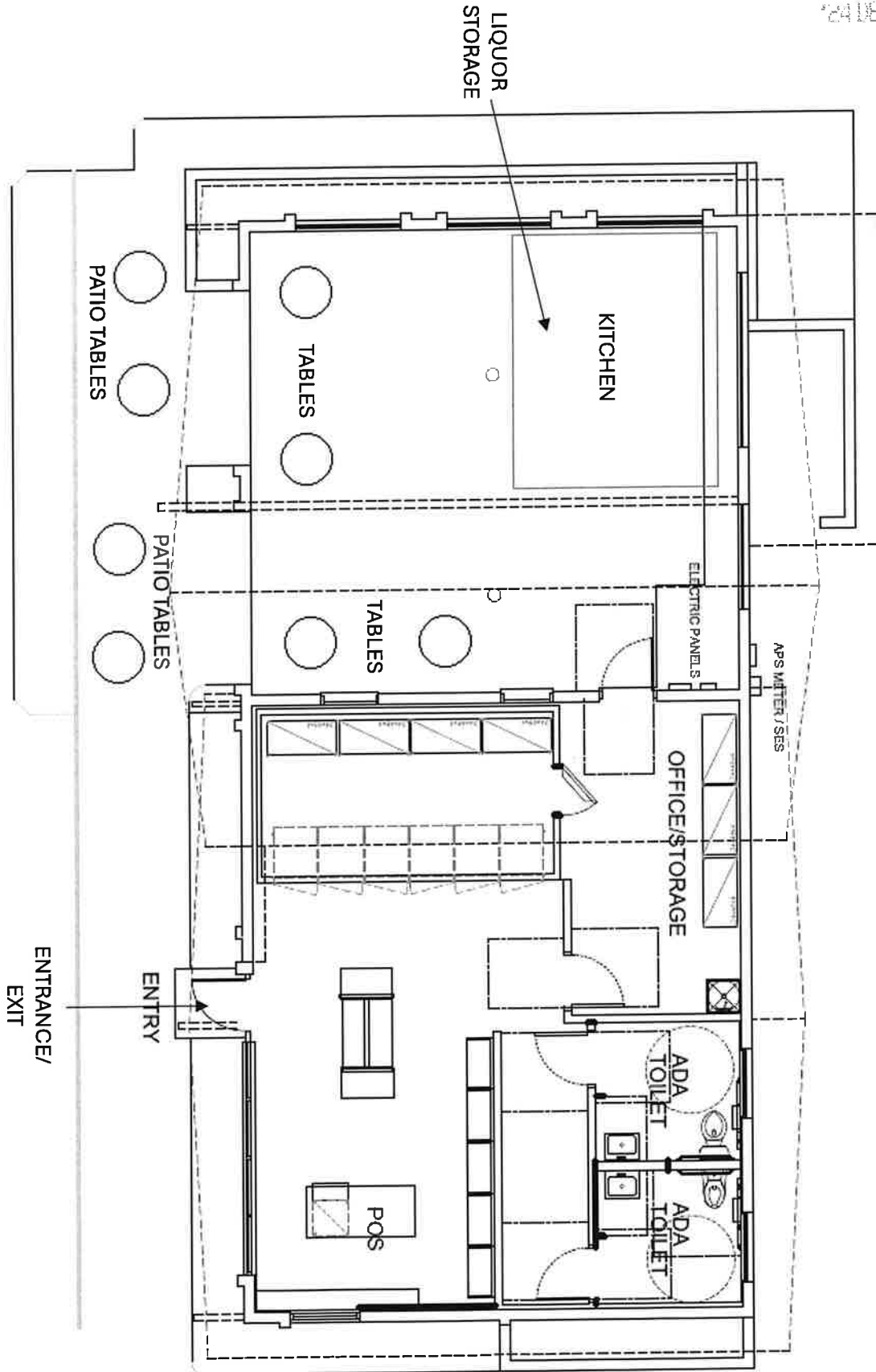
1. If the applicant is an entity, and not an individual, answer questions 1a-b.
 - a) Date Incorporated/Organized: 09/08/2020 State where Incorporated/Organized: ARIZONA
 - b) AZ Corporation or AZ L.L.C. Entity No: 23128431 Approval Date: 09/16/2020

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
SAMRA	JAGTAR		DIR/SHAREHOLDER	50%	P.O. BOX 4359, CHATSWORTH, CA	CHATSWORTH	CA	91313
SAMRA	IQBAL		DIR/SHAREHOLDER	50%	P.O. BOX 4359, CHATSWORTH, CA	CHATSWORTH	CA	91313

(Attach additional sheet if necessary)

PICACHO TRAVEL CENTER
16141 E PEAK LANE
RED ROCK, AZ 85145
APPROX. 2,000 SF



NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Monday, January 6, 2025

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Pinal County Board of Supervisors

PLACE 135 N. Pinal St., Florence, AZ 85132 DATE/TIME Wednesday, February 5, 2025 @ 9:30 a.m.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (520) 866-6068

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: (520) 866-6068

STATE LIQUOR DEPT: (602) 542-9789





State of Arizona
Department of Liquor Licenses and Control

Created 12/23/2024 @ 12:07:46 PM
Local Governing Body Report

LICENSE

Number: Type: 006 BAR
Name: PICACHO TRAVEL CENTER
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 16141 E PEAK LANE
RED ROCK, AZ 85145
USA
Mailing Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (000)000-0000
Alt. Phone: (602)200-7222
Email: ANDREA@LEWKLAW.COM

AGENT

Name: ANDREA DAHLMAN LEWKOWITZ
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

OWNER

60th Day: 2/21/25

105th Day: 4/7/25

2025/01/06 15:21

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES DATE POSTED: **Monday, January 6, 2025**

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
Pinal County Board of Supervisors

PLACE 135 N. Pinal St., Florence, AZ 85132 DATE/TIME Wednesday, February 5, 2025 @ 9:30 a.m.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (520) 866-6068

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL: LOCAL GOVERNING BODY (520) 866-6068 STATE LIQUOR DEPT: (602) 542-9789
POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

2025/01/06 15:24

Leo Lew
County Manager

Joe Ortiz
Development Services Managing Director



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Christopher Wanamaker
County Engineer

Brent Billingsley
Community Development Associate Director

Todd Williams
Community Development Deputy Director

Celeste Garza
Public Works Deputy Director

State of Arizona
Department of Liquor License and Control
Local Governing Body Report

NOTICE: Application To Sell Alcohol Beverages
Posted: 01/06/2025

On January 6th, 2025 I received a packet for posting titled State of Arizona Department of Liquor Licenses and Control from Kelsey Pickard. This packet included -5- pages and -1- poster entitled as NOTICE: Application to sell alcohol beverages. The posting date was for today January 6, 2025. The name of the business was listed as Picacho Travel Center, 16141 E. Peak Lane.

Myself and CCO Joey Gaxiola arrived, posted and photographed the documents at the business at approximately 1521 hours. Please refer to the -3- photographs attached.

- Entrance to building
- Poster on front door entrance
- Packet taped to counter

On January 27th, 2025 I arrived at the business to collect the postings. Once I arrived I noticed the poster on the entrance door was missing. As I walked into the building I also noticed the packet on the counter was missing as well. I spoke with an employee and asked for the postings. I was informed the postings were removed at their managers direction due to the location being incorrect. I obtained the postings from the employee and left the business.

I contacted CCO Joey Gaxiola and advised him of the issue. I also contacted Kelsey Pickard and advised her. Kelsey asked me to check with my manager for guidance. I spoke with Manager David Yettaw and explained the situation to him. I was advised to prepare a report and submit it to him.

On January 28th, 2025 I met with CCO Joey Gaxiola. Upon further research it was discovered the original posting was placed at the wrong business. The business regarding the application to sell alcohol was found to be located on the south side of interstate 10. Kelsey Pickard was contacted and advised. She stated another posting would be available for posting today.


David Villescaz
Code Compliance Officer

Development Services Department



NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES DATE POSTED: **Tuesday, January 28, 2025**

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
Pinal County Board of Supervisors

PLACE 135 N. Pinal St., Florence, AZ 85132 DATE/TIME Wednesday, February 19, 2025 @ 9:30 a.m.
HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (520) 866-6068

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL: LOCAL GOVERNING BODY: (520) 866-6068 STATE LIQUOR DEPT: (602) 542-9789
POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE

State of Arizona
Department of Liquor Licenses and Control
Created 12/23/2024 @ 12:07:46 PM
Local Governing Body Report

LICENSE

Number:	HCASRO TRAVEL CENTER	Type:	990 BAR
Name:	Phoenix	Expiration Date:	
State:			
Issue Date:			
Original Issue Date:	1810 E PEAK LANE		
Location:	4100 ROCK AZ 85041		
	USA		
Mailing Address:	2600 N CENTRAL AVENUE		
	PHOENIX, AZ 85004		
	USA		
Phone:	(602) 600-6000		
Alt. Phone:	(602) 260-7222		
Email:	ANDREA@LFWKAW.COM		

AGENT

Name:	ANDREA DAREMAN LEFKOWITZ
Gender:	Female
Residence Address:	2600 N CENTRAL AVENUE
Correspondence Address:	PHOENIX, AZ 85004
	USA
Phone:	(602) 260-7222
Alt. Phone:	ANDREA@LFWKAW.COM
Email:	

OWNER

Name:	
Gender:	
Residence Address:	
Correspondence Address:	
Phone:	
Alt. Phone:	
Email:	

Page 1 of 3

2025/01/28 10:32

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Tuesday, January 28, 2025

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Pinal County Board of Supervisors

PLACE 135 N. Pinal St., Florence, AZ 85132 DATE/TIME Wednesday, February 19, 2025 @ 9:30 a.m.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (520) 866-6068

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: (520) 866-6068

STATE LIQUOR DEPT: (602) 542-9789



**Local Governing Body
Recommendation**
A.R.S. § 4-201(C)

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

Type or Print with Black Ink

City or Town of: _____ Liquor License/Application #: _____
(Circle one) (Arizona license/application #)

County of: _____ City/Town/County #: _____

Licensed establishment that will be operating within an “entertainment district” as described in A.R.S. §4-207(D)(2),

(Name of entertainment district)

(Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The _____ at a _____ meeting held
(Governing body) (Regular or special)

on the _____ of _____, _____ considered the application of _____
(Day) (Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____.
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ on _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of renewal, revisions or termination of the Memorandum of Understanding (MOU) executed September 6, 2023, between Pinal County Board of Supervisors and the Pinal County Recorder for election services and renewed February 7, 2024. Pursuant to the current MOU section 2.0, "The parties agree to review this MOU at the BOARD'S first regularly scheduled meeting in February, and then the Parties will review this MOU annually at the BOARD'S first regularly scheduled meeting in February for as long as the Parties are operating under this MOU. The BOARD shall take action to renew, revise, or terminate this MOU at least yearly at its first regularly scheduled meeting in February when this MOU is being considered for renewal, revision, or termination." (Chris Keller/Dana Lewis)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:
Click to download
<input type="checkbox"/> Election MOU 09.06.2023
<input type="checkbox"/> Election Renewal 02.07.2024

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE PINAL
COUNTY BOARD OF SUPERVISORS AND THE PINAL COUNTY RECORDER
FOR ELECTION SERVICES**

This Memorandum of Understanding and Agreement for Election Services (hereinafter referred to as this "MOU") is hereby entered into by and between the Pinal County Board of Supervisors (hereinafter referred to as the "BOARD") and the Pinal County Recorder (hereinafter referred to as the "RECORDER"). The BOARD and the RECORDER may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the BOARD and the RECORDER are statutorily charged with various election responsibilities and the provision of certain election services; and,

WHEREAS, the BOARD or other officer in charge of elections is charged by A.R.S. Title 16, Ch. 1-4 and A.R.S. § 11-251(3) with certain responsibilities, including, but not limited to, the designation of polling places and conducting elections and canvassing elections within Pinal County in accordance with state and federal requirements governing national, state, and local elections; and,

WHEREAS, the RECORDER or other officer in charge of an election is charged by A.R.S. Title 16, Ch. 1-4 with certain responsibilities, including, but not limited to, voter registration, absentee ballots, mail-in ballots, and signature verification; and,

WHEREAS, the RECORDER as a separately elected official and the Pinal County Elections Department as a department under the authority and control of the BOARD, believe that a more integrated approach to their individual, yet related, election functions would create efficiencies, better accountability, and strengthen the integrity of the election process in Pinal County; and,

WHEREAS, the BOARD and the RECORDER acknowledge that neither Party may abdicate its statutory responsibilities to the other.

AGREEMENT

NOW THEREFORE, it is agreed by and between the BOARD and the RECORDER as follows:

- 1.0 TERM.** The term of this MOU shall commence upon the filing of a fully executed original in the official records of the RECORDER and shall continue until February 29, 2024, unless renewed or terminated pursuant to the provisions of this MOU.
- 2.0 REVIEW AND RENEWALS OF THIS MOU.** The Parties agree to review this MOU at the BOARD's first regularly scheduled meeting in February 2024, and then the Parties will review this MOU annually at the BOARD's first regularly scheduled meeting in February for as long as the Parties are operating under this MOU. The BOARD shall take action to renew, revise, or terminate this MOU at least yearly at its first regularly scheduled meeting in February when this MOU is being considered for renewal, revision, or termination.
- 3.0 TERMINATION.**

- 3.01 TERMINATION FOR CONVENIENCE.** Either Party may terminate this MOU by providing a minimum of 90 days' written notice to the other Party specifying the termination date. A notice of termination can be rescinded by the terminating party at any time before the expiration of the 90 days' notice period, but must be in writing signed by the Party that invoked the termination.
- 3.02 MUTUAL TERMINATION.** The Parties may terminate or cancel this MOU at any time by written mutual agreement of the Parties.
- 4.0 DELEGATION OF ADMINISTRATIVE RESPONSIBILITIES.** The responsibility for the operation and administration of national, state, and local elections, including A.R.S. Title 48 special taxing districts elections, are hereby delegated from the BOARD to the RECORDER. The RECORDER shall have the authority to manage the personnel and budget, in accordance with all Pinal County policies, related to elections administered by Pinal County. Pinal County employees designated by the RECORDER to conduct elections and administer special district elections on behalf of the BOARD shall report to and be under the supervision of the RECORDER.
- 4.01** For the purposes of filing nomination papers, the RECORDER is designated to be the election officer who shall receive nomination papers and petitions of candidates for public office pursuant to A.R.S. Title 16, Chapter 3.
- 4.02** The RECORDER shall prepare and provide the Clerk of the Board Certificates of Nomination and Certificates of Elections, for the Clerk of the Board to execute. The RECORDER shall issue the signed Certificates of Nomination and Certificates of Election.
- 4.03** The BOARD shall meet and publicly canvass election results as prepared by the RECORDER.
- 4.04** The RECORDER shall appoint all necessary election boards, comply with Logic and Accuracy testing, implement training plans or classes to ensure election staff and any temporary workers understand all security and election processes and equipment, and develop procedural manuals and contingency and support plans for elections.
- 4.05** The RECORDER shall prepare a list of polling places for designation and approval by the BOARD and be responsible for all other election functions, including A.R.S. Title 19 duties charged to the BOARD.
- 5.0 REPORTING AND APPROVALS.**
- 5.01** The RECORDER shall advise and update the BOARD and/or County Manager, at a minimum of once a month, on the status of election operations, public engagement, and Secretary of State policy or practices that impact election processes or responsibilities. The RECORDER shall inform and report any day to day operational, budgetary, staffing, equipment, and public outreach concerns directly to the County Manager for initial handling and resolution before elevating such concerns to the BOARD if unresolved to the satisfaction of the RECORDER.

- 5.02** All written communications or reports to the BOARD, other than attorney client protected communications, shall also be transmitted at the same time, with the same content or attachments, to the head of the political parties in Pinal County and also posted on the county or election department website to ensure no actual or perceived insider informational advantage is selectively provided to any individual or group.
- 6.0 ELECTIONS DIRECTOR.** The RECORDER shall determine the appropriate experience level and necessary qualifications for the position of Elections Director and work cooperatively with Pinal County Human Resources to ensure proper posting, pay grade, and recruitment process timely occurs. A candidate interview process shall include two members of the BOARD, and the RECORDER prior to selection. The RECORDER shall present the selected candidate to the BOARD at an open meeting for ratification prior to hiring. The RECORDER shall have the day to day supervisory authority over the Elections Director to include discipline and removal in accordance with county policies.
- 7.0 DESIGNATED SUPERVISOR.** The RECORDER shall work with the Chairperson of the BOARD or Chairperson's designee for all election related matters. Nothing in this MOU is intended to obviate the responsibility of the RECORDER and the Elections Director to directly communicate with one another concerning election matters.
- 8.0 FINANCING.** Current budgetary structure and funding sources of the RECORDER and the Pinal County Elections Department shall remain unchanged, but the RECORDER shall assume the responsibility of developing and monitoring both budgets for the duration of this MOU and shall work with the County Manager to present any needed budget adjustments to the BOARD.
- 9.0 CONTRACTING AUTHORITY.** The BOARD delegates to the RECORDER authority to provide election services to other political subdivisions subject to the BOARD's approval. Any procurement of services, goods, or equipment shall comply with the Pinal County Procurement Code.
- 10.0 FACILITIES.** The RECORDER shall work with the County Manager on any facility needs, concerns, or modifications necessary to perform any election related functions.
- 11.0 LEGISLATION.** The BOARD and the RECORDER recognize that elections are governed by law, and that "good law and procedures" are important to smooth election administration. Accordingly, the BOARD and the RECORDER, whether jointly or independently, are free to propose, advocate, or oppose any legislation at the state or federal level. Where possible, each will coordinate their efforts when it is practical to do so.
- 12.0 POLITICAL PARTY INTERACTIONS.** The BOARD and the RECORDER will each be responsible for communication with the political parties for those election-related matters subject to their authority. See, e.g., A.R.S. § 16-168(D) (requiring the RECORDER to deliver precinct lists to the chairs of each county political committee and state political parties); A.R.S. § 16-531(A) (allowing the county political committee chairs to submit lists of party members to be election board workers, which the Elections Director appoints). The BOARD and the RECORDER will each try to coordinate with the other on political party interactions to the greatest extent possible and will each be respectful of the other's interactions related to their separate areas of authority. Neither the BOARD nor the

RECORDER will negotiate or contract with the political parties regarding the other's responsibilities. Nothing in this Paragraph is intended to infringe upon either the BOARD's or the RECORDER's First Amendment free speech and association rights.

- 13.0 LEGAL REPRESENTATION.** The Parties are jointly represented by the Pinal County Attorney (hereafter referred to as the "County Attorney") and his deputy county attorneys (hereinafter referred to as "PCAO"). If any part of this MOU conflicts with any provision of the Arizona Rules of Professional Conduct (Ariz. Sup. Ct. Rules, Rule 42), the Arizona Rules of Professional Conduct shall control.
- 14.0 CONFIDENTIALITY.** With this MOU, the Parties do not waive the duty of confidentiality inherent in the attorney-client relationship. Where a duty of confidentiality exists, the County Attorney and PCAO shall preserve the confidentiality, as it always does, unless expressly authorized by the Party holding the privilege to share the subject confidences. Where no duty of confidentiality exists, including, without limitation, when the Parties' interests are aligned in litigation, the Parties shall have no expectation of attorney-client confidentiality concerning discussions that may be had between the County Attorney or PCAO and each of the Parties.
- 15.0 LITIGATION AND APPELLATE SERVICES.** Each of the Parties shall be represented by the County Attorney and PCAO for all election-related litigation and appeals unless the County Attorney determines that outside counsel is appropriate because of a conflict or some other reason. When the Parties are both litigants in a proceeding, PCAO shall make joint filings for the Parties (rather than a separate filing for each of the Parties) at PCAO's sole discretion based on its judgment concerning how best to represent the interests of the Parties. PCAO's decision concerning whether to make joint filings shall not be grounds for either of the Parties to assert a conflict.
- 16.0 OUTSIDE COUNSEL.** Each of the Parties retains the right to request that the County Attorney select and appoint outside counsel to represent its interests if the party believes the County Attorney has a conflict of interest preventing the representation of their interests. Such a request shall be made in writing to the County Attorney who shall then appoint outside counsel from the County's pre-approved list of qualified outside counsel.
- 17.0 INFORMATION SYSTEMS SECURITY.** The BOARD and the RECORDER will jointly provide information systems security services. The Parties will cooperate and coordinate with respect to these security services, consistent with all State and Federal laws and regulations governing election security, including, but not limited to, threat monitoring, video recording, and cyber-attack prevention. Both the BOARD and the RECORDER will work with the Pinal County Sheriff's Office and other law enforcement agencies as warranted under this MOU.
- 18.0 CHAIN OF CUSTODY.** Both the BOARD and the RECORDER are responsible for ensuring the safeguarding and integrity of elections procedures and processes for those areas under their respective authority. This includes establishing efficient and secure chain of custody practices over ballots and other voting information.

19.0 MATTERS NOT COVERED BY THIS MOU.

19.01 This MOU is not intended to be a comprehensive list of every duty, responsibility, and administrative activity necessary to the administration of elections. Rather, this MOU highlights specific areas of responsibility that the Parties have determined fall within the purview of one or the other of them as well as administrative functions that are not addressed specifically by Arizona law.

19.02 Nothing in this MOU is intended to grant policy-making or budgetary approval authority to the RECORDER for election matters within the statutory responsibility of the BOARD or the Clerk of the Board.

20.0 SEVERABILITY/UNENFORCEABLE PROVISIONS. In the event that any of the provisions of this MOU are held to be unenforceable or invalid, including illegality or conflict with applicable law or regulation, such particular provision shall be excluded to the extent of such unenforceability or invalidity, and the validity and enforceability of the remaining provisions shall not be effected and effect shall be given to the intent manifested by the provisions held enforceable and valid. To the extent permitted and possible, any unenforceable or invalid provision shall be deemed replaced by a provision that is enforceable and valid and that comes closest to expressing the intention of such unenforceable or invalid provision.

21.0 CHANGE IN LAW OR REGULATION. In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this MOU or the relationship among the Parties, either Party may propose amendments to this MOU to bring this MOU into conformity with such laws, regulations, instructions, or enforcement action. If the RECORDER or the BOARD are unable to reach agreement on the renegotiation of this MOU within thirty (30) days of the initiation of negotiations, then either Party may terminate this MOU in accordance with the termination provisions in this MOU.

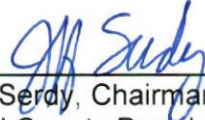
22.0 SUPERSEDES PRIOR AGREEMENTS. This MOU shall supersede and replace all prior agreements, resolutions, negotiations, representations, or understandings of the Parties, whether written or oral.

23.0 AMENDMENT. Any modifications or amendments to this MOU must be in writing and signed by the Parties.

APPROVALS

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officials and have affixed their signatures to this MOU on the date written below.


The BOARD: The Pinal County Board of Supervisors



Jeff Serdy, Chairman
Pinal County Board of Supervisors

Date: 9/6/23

ATTEST:



Natasha Kennedy, Clerk of the Board
Pinal County Board of Supervisors

The RECORDER: The Pinal County Recorder



Dana Lewis, Recorder

Date: Sept. 6, 2023



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY BOARD OF SUPERVISORS
REGULAR SESSION ACTION SUMMARY
Wednesday, February 7, 2024
9:32 AM**

BOARD OF SUPERVISORS

Chairman Mike Goodman
Supervisor, District 2

Vice-Chairman Jeffrey McClure
Supervisor, District 4

Kevin Cavanaugh
Supervisor, District 1

Stephen Q. Miller
Supervisor, District 3

Jeff Serdy
Supervisor, District 5

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

Item Action: Approved as presented with one (1) Stipulation

- (17) **Public Hearing** and discussion/approval/disapproval of Ordinance No. 2024-PZ-PD-009-23, an Ordinance approving case PZ-PD-009-23; Robin Smith, Robert and Joan Rothberg, owners, Brian Underwood, The Planning Center, agent/applicant requesting approval of Smith-Rothberg (PAD) Overlay Zoning District of 60± acres to allow for 294 single family dwelling units; situated in portion of Sections 9, T10S, R10E G&SRB&M; (legal on file), Tax parcels 410-12-001D (legal on file), located three-quarters of a mile south of the intersection of Sasco Road and Aguirre Lane in Red Rock area, in Pinal County. The Planning Commission recommended approval unanimously (7-0) of case PZ-PD-009-23 with seventeen (17) stipulations. Supervisor District #4. (Sangeeta Deokar/Brent Billingsley)

Item Action: Approved as presented with seventeen (17) Stipulations

- (18) Discussion/approval/disapproval of a donation to the Mary C. O'Brien Accommodation School District of one desk and one credenza for use in the Business Office (BATTs) located at the Villa Oasis High School in Toltec. This is surplus furniture from our Information Technology Department, for a total value of \$1. This item requires unanimous consent of the Board. (Angeline Woods)

Item Action: Approved

- (19) Discussion/approval/disapproval of renewal, revisions or termination of the Memorandum of Understanding (MOU) executed September 6, 2023, between Pinal County Board of Supervisors and the Pinal County Recorder for election services. Pursuant to the current MOU section 2.0, "The parties agree to review this MOU at the BOARD'S first regularly scheduled meeting in February 2024, and then the Parties will review this MOU annually at the BOARD's first regularly scheduled meeting in February for as long as the Parties are operating under this MOU. The BOARD shall take action to renew, revise, or terminate this MOU at least yearly at its first regularly scheduled meeting in February when this MOU is being considered for renewal, revision, or termination." (Chris Keller/Dana Lewis)

Item Action: Approved the MOU as written and renew for another year

- (20) Discussion/approval/disapproval of the acceptance of the resignation of Western Pinal Justice Court JP Lyle Riggs, effective February 2, 2024, and discussion of process of filling the vacancy pursuant to A.R.S. 16-230. (Chris Keller/Kent Volkmer)

Item Action: Approved Item 20, of the acceptance of the resignation of Western Pinal Justice Court, the Honorable JP Lyle Riggs, effective February 2, 2024, and to fill the vacancy according to A.R.S. 16-230, as well as opening and advertising the position as follows:

- **Opening the position for applicants between February 8, 2024, through Friday, March 8, 2024, interviews will be conducted by a committee of two, consisting of Supervisor Miller and Supervisor Cavanaugh. Closing the advertisement on March 8, 2024.**
- **Between March 8, 2024, and March 19, 2024, the committee will interview, deliberate, and deliver a recommendation to the Board at the March 20, 2024, Board Meeting.**

Lastly, to honor Judge Lyle Riggs, who has honorably served in this position, has corrected problems within the court, and has served his community honorably and with distinction.

- (21) Discussion of Board Members' request for future agenda item(s) and/or reports to be presented at upcoming meetings. (Mike Goodman)

Item Action: Information Only



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Executive Session pursuant to A.R.S. 38-431.03(A)(3)(4) for legal advice and settlement discussions concerning contemplated litigation concerning A.R.S. 11-832 Appeal in Ordinance Nos. 2024-PZ-PD-008-23/2024-PZ-034-23. (Rodney States/Brent Billingsley)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download
No Attachments Available



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:
Click to download
No Attachments Available



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Notice of Possible Recess: The Board may take a Recess around 12:30 p.m. and the meeting will reconvene around 1:00 p.m.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:
Click to download
No Attachments Available



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Any invocation that may be offered before the official start of the meeting (i.e. Item 1) that is offered by a Chaplain serving the county or any member of a religious organization with a physical presence in the county so as to qualify for an exemption for religious property under A.R.S. 42-11109, is expressing private thoughts as governed by his or her own conscience, to and for the benefit of the Board. The view or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Board and do not necessarily represent the religious beliefs or views of the Board in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to participate actively in the business of the Board.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time

Who

Approval

ATTACHMENTS:

[Click to download](#)

No Attachments Available



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download

[Notice of Posting](#)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

I, Natasha Kennedy, being duly sworn upon her oath, says as follows:

I am the appointed Clerk of the Pinal County Board of Supervisors.

In my position as Clerk of the Board of Supervisors and Board of Directors, I am responsible for posting all Agendas.

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors hold a Regular meeting on **Wednesday, February 5, 2025 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

Notice of Possible Recess: The Board may take a Recess around 12:30 PM and the meeting will reconvene around 1:00 PM.

Board Meetings are broadcasted live and the public may access the meeting on the County Website at Pinal.gov under "Meeting Videos."

Board Agendas are available on the County Website at Pinal.gov under "Agendas & Minutes."

At any time during business hours, citizens may reach the Clerk of the Board Office at (520) 866-6068 or via email at ClerkoftheBoard@pinal.gov for information about Board meeting participation.

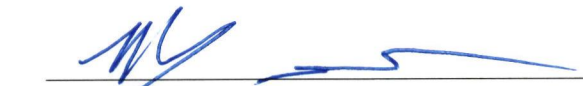
Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, January 31, 2025, around 11:00 AM the Regular Agenda, and Executive Session as follows:

1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
2. County Website under Agendas & Meetings located at Pinal.gov
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 31st day of January, 2025.




Natasha Kennedy
 Clerk of the Board of Supervisors
 Pinal County, Arizona

CLERK OF THE BOARD OF SUPERVISORS

1891 Historic Courthouse | 135 North Pinal Street | P.O. Box 827 | Florence, AZ 85132 | T: 520-866-6068
www.pinal.gov



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

[Click Here for the General Board Meeting Rules of Order](#)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:
Click to download
No Attachments Available