

# Fencing Request Form

## Resolution 94-40

No. F- \_\_\_\_\_

Owner: \_\_\_\_\_ Phone: (520) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please describe the **exact** location of the road and the **exact** location and length of fencing.

Road Name: \_\_\_\_\_

Parcel No.: \_\_\_\_\_

Location: \_\_\_\_\_

Length of Fencing: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

Mail or bring This Form To:

**Cochise County Highway and Floodplain Department**

**Attention: Resolution 94-40**

**1415 Melody Lane**

**Bisbee, AZ 85603-3090**

**(Office Use Only)**

<b>Date Received:</b> _____
<b>Signed:</b> _____

**The Portion Below Must Be Signed:**

“I HAVE RECEIVED A COPY OF RESOLUTION 94-40 AND UNDERSTAND THE CRITERIA AND PROCEDURES.”

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

UPON RECEIPT OF THIS FORM, PROCEDURES WILL BE INITIATED TO DETERMINE (1) ROAD ELIGIBILITY, (2) AVAILABILITY OF RESOURCES, (3) ROADWAY PRIORITY AND, IF APPLICABLE, (4) COST ESTIMATIONS FOR MATERIALS. THE OWNER WILL BE NOTIFIED IN WRITING AS TO THE ABOVE DETERMINATIONS. IF THE ABOVE CRITERIA ARE MET, THE OWNER WILL THEN BE ASKED TO COMPLETE THE AGREEMENT, EXHIBIT “B”, WHICH IS ATTACHED.

IF SOMEONE OTHER THAN THE PROPERTY OWNER SIGNS THE AGREEMENT, DOCUMENTATION MUST BE ATTACHED VERIFYING THIS INDIVIDUAL AS AN AUTHORIZED AGENT OF THE OWNER.

(If you have any questions, please submit to the above address or call: (520) 432-9300 or 1 (800) 752-3745.)

# Board of Supervisors

Mike Palmer  
Chairman,  
District 2

Tony J. Saracino  
District 1

Leslie E. Thompson  
District 3



Jody N. Klein  
County Administrator

Nadine Parkhurst  
Clerk

## Resolution 94-40

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA, HEREIN AFTER REFERRED TO AS “THE BOARD”, TO ESTABLISH CRITERIA AND PROCEDURES WHEREBY THE COUNTY MAY ENTER INTO AGREEMENTS WITH PRIVATE ENTITIES TO FENCE COUNTY HIGHWAYS OR PORTIONS THEREOF.

WHEREAS, the Board is authorized to lay out, maintain, control and manage the public roads under its jurisdiction pursuant to, A.R.S. § 11-251 (4); and

WHEREAS, it is the desire of the Board to promote public safety by reducing the chances of livestock related accidents on County highways; and

WHEREAS, the Board and livestock owners grazing animals adjacent to County highways have a mutual interest in keeping livestock off of these County highways; and

WHEREAS, to facilitate the reduction of livestock related accidents, the Board desires to enter into cooperative agreements with individual property owners to fence portions of certain paved County highways. These same arrangements can also be made with lessees of Federal or State owned grazing land.

**NOW, THEREFORE BE IT RESOLVED THAT**, the Board hereby authorizes Agreements to be made with third parties to arrange for the fencing of certain County highways, pursuant to the terms and conditions of this Resolution.

**BE IT FURTHER RESOLVED THAT**, to be eligible for fencing pursuant to this Resolution, a roadway must meet the following criteria:

1. The road is a “Declared” County Highway in accordance with A.R.S. § 18-201.
2. The road is surfaced with Mineral Aggregate, Double Bituminous Chip Seal or Asphaltic Concrete.
3. The road is classified by the County Engineer as a Level of Development (LOD) A, B, or D with an Average Daily Traffic volume greater than 150 vehicles per day.
4. The Right-of-Way of the portion of the particular roadway to be fenced has been dedicated to the County.

**BE IT FURTHER RESOLVED THAT**, the County Engineer is directed to evaluate all requests to participate in a fencing project and to determine the following:

1. Whether the road meets the criteria stated above.
2. Whether the Highway and Floodplain Department has the resources necessary to meet its obligations under the proposed Agreement.
3. Whether the subject roadway is a priority for fencing based upon accident histories and Average Daily Traffic volume, in the event that there are insufficient resources for all requested projects.

**BE IT FURTHER RESOLVED THAT**, upon the written recommendation of the County Engineer, the County Administrator is authorized to enter into an agreement on behalf of the County with an individual participant in a fencing project, which shall include the terms and conditions of the attached forms of Agreement (Exhibit A or Exhibit B), subject to such reasonable modification as may be required by the particular circumstances. Based upon the recommendation of the County Engineer, the County may participate by providing either materials or labor for a particular project, provided that in either case the value of the contribution made by the participant is of approximately the same or greater value.

**BE IT FURTHER RESOLVED THAT**, the provisions of this Resolution are effective immediately upon adoption.

**PASSED AND ADOPTED** this 2<sup>ND</sup> day of May 1994.

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Tony Saracino  
Chairman Board of Supervisors

ATTEST:

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NADINE PARKHURST, Clerk of the Board

APPROVED AS TO FORM:

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John A. MacKinnon  
Deputy County Attorney

## **EXHIBIT B**

### **AGREEMENT**

This Agreement is hereby entered into between Cochise County, Arizona (hereinafter “the County”), and \_\_\_\_\_ of \_\_\_\_\_, Arizona (hereinafter “the Contractor”), for the purpose of establishing the respective rights, duties, and obligations of these parties for the design, construction, and maintenance of a certain livestock fence more particularly described herein. This Agreement is entered into in consideration for the mutual promises stated herein and for the other valuable consideration exchanged between the parties.

The County and the Contractor hereby agree that:

1. The County will develop the specifications and design for a livestock fence, with appropriate gates and openings, to be placed within the County’s right-of-way, along the boundary of the Contractor’s lands (hereinafter “the fence”). The location of the fence is more particularly described as Exhibit “A”, attached to this Agreement and incorporated herein.
2. The County will provide to the Contractor at the fence site or other location agreed to by the parties, all materials necessary for the appropriate gates, openings, and cattle guards, in the same manner. These materials shall at all times be and remain the property of the County.

3. The Contractor, at his own expense, will provide the labor, equipment, and tools necessary to construct and erect the fence in accord with the County's specifications and design.
4. The Contractor shall construct and erect the fence within a reasonable period of time after the receipt of the materials from the County. The County, at its option, may deliver the materials to the Contractor in separate installments associated with particular sections of the fence. In any event, this construction of the entire fence, or of a particular section, as the case may be, shall be fully and properly completed no later than \_\_\_\_\_ days after the delivery of the materials.
5. The Contractor shall maintain the fence, at his own expense, for the reasonable life of the fence. Provided that, the County shall repair any damage to the fence which results from third party use of the road or highway. The County shall not be responsible for repairs of damage which results from the actions or omissions of the Contractor, its agents, employees, licensees, lessees, invitees, heirs, or assigns, or their livestock.
6. The Contractor shall inspect the fence periodically and shall promptly repair any damage for which it is responsible. The Contractor shall also promptly repair any damage, which is reported to the Contractor by the County or its agents.
7. In the event that the Contractor may fail to complete the construction required herein or fail to perform the repairs required herein, the County, after prior written notice to the Contractor, may perform such work, or contract to have a third party perform such work, and the Contractor shall be liable for all of the expenses and costs incurred by the County in so doing.
8. For purposes of this Agreement, and subject to the express limitations stated herein, the Contractor shall be acting as an agent of the County in constructing, erecting and maintaining this fence and no additional permit not fees will be

required by the County from the Contractor for the performance of this Agreement.

9. The Contractor and its agents and employees are deemed to be independent contractors and the Contractor shall be solely responsible for the consequences of their acts or omissions in the performance of this Agreement.
10. The Contractor hereby covenants and agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorney's fees, or liability of any kind arising out of the Contractor's performance of this contract, and agrees to assume all risk in the operation of its business hereunder, being solely responsible for any accidents or injuries to persons or property arising out of its performance of this contract.
11. This Agreement, in part, benefits the Contractor in his use and enjoyment of the adjacent lands, It shall be binding upon the Contractor, its lessees, heirs, successors, and assigns.
12. This Agreement may be modified only by a written agreement between these parties, executed in the same manner as this Agreement.

**IN WITNESS WHEREOF**, this instrument has been duly signed and executed this -  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City & State)

\_\_\_\_\_  
(Zip)

STATE OF ARIZONA        )  
                                  )ss.  
COUNTY OF COCHISE    )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, for the purpose and consideration therein  
contained.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COCHISE COUNTY, ARIZONA

\_\_\_\_\_  
By: County Administrator