Board of Supervisors

Patrick G. Call
Chairman
District 1

Ann English
Vice-Chairman
District 2

Richard R. Searle
Supervisor
District 3

Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, October 11, 2011 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

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

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of September 27, 2011.

Community Development

2. Accept a petition to establish 1 mile of Gleeson Road, as described therein, as a Declared County Highway, and schedule a Public Hearing for November 1, 2011.

3. Approve the comments recommended by the Public Lands Advisory Committee (PLAC) regarding the U.S. Fish & Wildlife Service proposal to revise critical Habitat for Endangered Southwestern Willow Flycatcher

Finance

4. Approve demands and budget amendments for operating transfers.

Health

5. Approval of One-Time Incentive Distribution Proposal for Health Department

Heavy Fleet

6. Approve the purchase of two (2) 3,750 gallon water tank systems from United Truck & Equipment for Heavy Fleet Management in the amount of $73,231.

Juvenile Probation

7. Authorize Juvenile Court Services to submit application to Governor's Office for Children Youth and Familes (GOCYF) for Juvenile Accountability Block Grant (JABG) in the amount of $18,430 for contract year 2011-2012, and receive funding as awarded by GOCYF from JABG.

Procurement

8. Approve the sale of one stove and hood and one three sectional sink, declared surplus by Property Management, to St. Bernard’s Catholic Church, Bisbee, AZ in the amount of $150.

Sheriff

9. Approve Fiscal Year 2011 Edward Byrne Memorial JAG Program Local Solicitation Award (2011-DJ-BX-3399) in the amount of $49,272 for the period of October 1, 2010 through September 30, 2014, to cover the purchase a Firearms Training Simulator System.

PUBLIC HEARINGS

Board of Supervisors

10. Approve a new liquor license application for a series #13 (domestic winery) liquor license submitted by Mr. Mark Anders Jorve for Zarpara Vineyard located at 6777 S Zarpara Lane, Willcox, 85643.

ACTION

Cochise Aging & Social Services

11. Approve the consolidation of Cochise Aging and Social Services department with the Health Department; new department will be named Cochise Health and Social Services.

Community Development

12. Adopt Resolution 11-47, authorizing the acquisition of Salcido Ranch Road and Claras Way across State Trust Lands in the Benson area and authorize an amendment to the Cochise County Maintained Road System Maps to accurately reflect the alignment of Claras Way.

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

CALL TO THE PUBLIC

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Consent 1.

Regular Board of Supervisors Meeting — **Board of Supervisors**

Date: 10/11/2011

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of September 27, 2011.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Consent 2.

Regular Board of Supervisors Meeting — **Community Development**

Date: 10/11/2011

Establishing a portion of Gleeson Road in the Gleeson area as a Declared County Highway

Submitted By: Terry Couchenour, Community Development

Department:	Community Development	**Division:**	Right of Way
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ARS 28-6701 & 28-6702

Agenda Item Text:

Accept a petition to establish 1 mile of Gleeson Road, as described therein, as a Declared County Highway, and schedule a Public Hearing for November 1, 2011.

Background:

Gleeson Road is the direct corridor which connects traffic from Tombstone, Gleeson, and Elfrida. The route consists of 2.3 miles of chip seal surface from Tombstone City limits east, then continuing east approximately 11.9 miles of native surface to Gleeson, and finally 9.6 miles of chip seal from Gleeson to State Route 191. Due to the importance of this route, and connecting these communities, over the past few years the County has continued to seek to improve the remaining native surface.

Per the 11/12 work plan a one-mile portion of Gleeson Road, from the Gleeson townsite heading west, is scheduled to be chip sealed. This portion was previously declared, however based upon direction from the Arizona Counties Insurance Pool, the Board of Supervisors approved Resolution 03-82 which rescinded the declaration status and designated the segment as a Primitive Road. In order to facilitate desired improvements, a 100 foot wide right-of-way was dedicated and now this segment must be established as a Declared County Highway. Therefore in accordance with state statutes a petition on was signed and verified requesting a public hearing. 10 signatures are required per statute and of the 12 signatures obtained 11 are valid as resident taxpayers. One signature obtained is a resident who is not listed as a property owner. This action before you today is acceptance of the petition and scheduling a public hearing in accordance with statutory requirement to establish this portion of Gleeson Road as a Declared County Highway.

Department's Next Steps (if approved):

Upon acceptance of the petition, a public hearing will be scheduled and advertised as required by statute.

Impact of NOT Approving/Alternatives:

That portion of Gleeson Road will remain designated as a Primitive Road and any improvements will be in conflict with State statutes.

To BOS Staff: Document Disposition/Follow-Up:

Please return the signed legal notice to the H&F Right-of-way Division for H&F staff to advertise.

Attachments

Executive summary for Gleeson Road
Executive summary map for Gleeson Road
Location Map for Gleeson Road
Petition for Gleeson Road
Verification of signatures for petition for Gleeson Road
Public notice for Gleeson Road

COCHISE COUNTY

HIGHWAY AND FLOODPLAIN DEPARTMENT
MEMORANDUM

MAKING IT BETTER

Your County Questions answered:
www.cochise.az.gov

DATE: September 28, 2011

TO: Board of Supervisors

THRU: Carlos De La Torre, Director

FROM: Terry Couchenour, Right-of-way Agent II

SUBJECT: **Establishing a portion of Gleeson Road as a Declared County Highway**

Recommendation: This department recommends that the accompanying petition be accepted and that a public hearing be set for November 1, 2011 to establish a portion of Gleeson Road as a Declared County Highway.

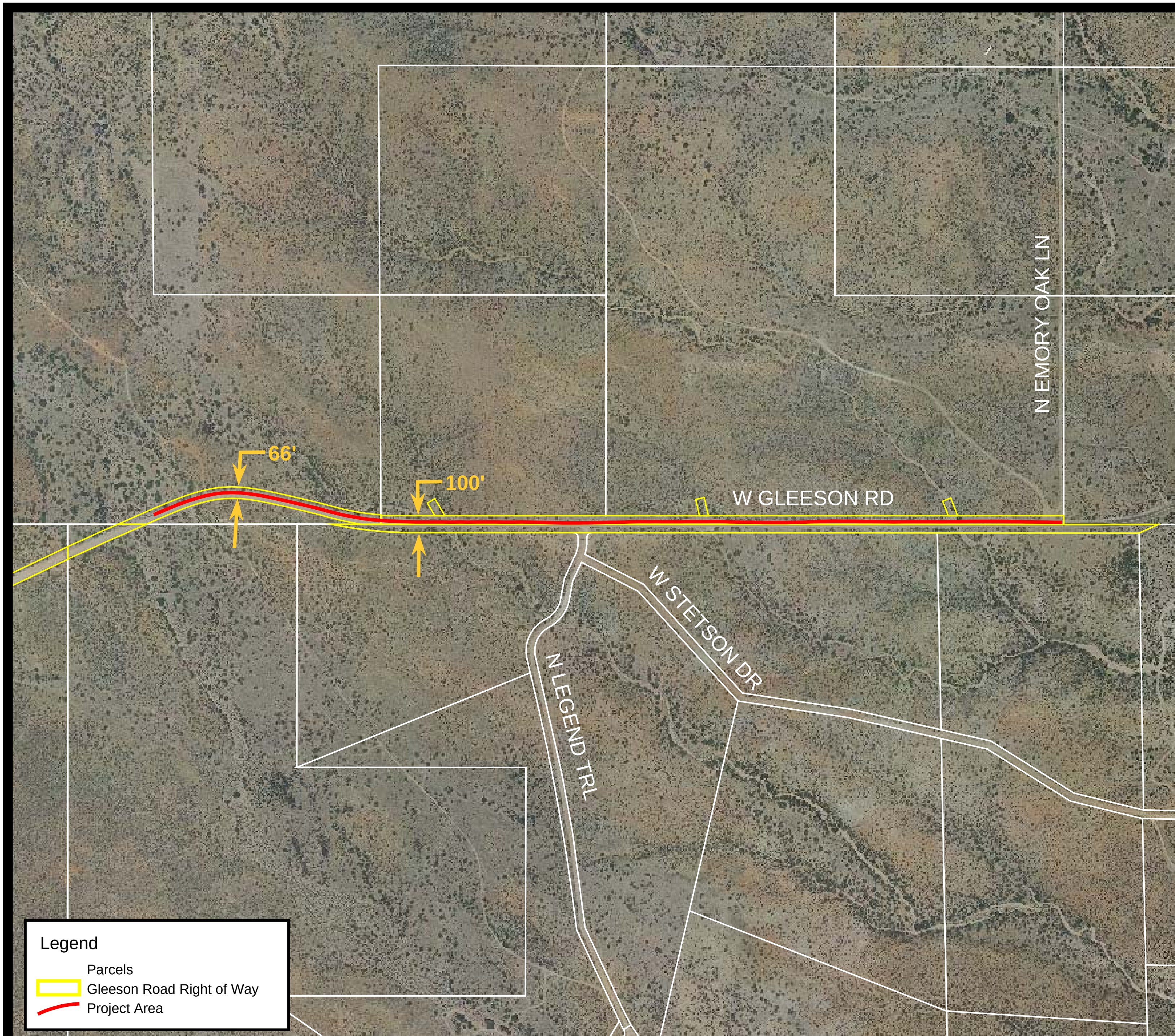
Background (Brief): Gleeson Road is the direct corridor which connects traffic from Tombstone, Gleeson, and Elfrida. The route consists of 2.3 miles of chip seal surface from Tombstone City limits east, then continuing east approximately 11.9 miles of native surface to Gleeson, and finally 9.6 miles of chip seal from Gleeson to State Route 191. Due to the importance of this route, and connecting these communities, over the past few years the County has continued to seek to improve the remaining native surface.

Per the 11/12 work plan a one-mile portion of Gleeson Road, from the Gleeson townsite heading west, is scheduled to be chip sealed. This portion was previously declared, however based upon direction from the Arizona Counties Insurance Pool, the Board of Supervisors approved Resolution 03-82 which rescinded the declaration status and designated the segment as a Primitive Road. In order to facilitate desired improvements, a 100 foot wide right-of-way was dedicated and now this segment must be established as a Declared County Highway. Therefore in accordance with state statutes a petition on was signed and verified requesting a public hearing. 10 signatures are required per statute and of the 12 signatures obtained 11 are valid as resident taxpayers. One signature obtained is a resident who is not listed as a property owner. This action before you today is acceptance of the petition and scheduling a public hearing in accordance with statutory requirement to establish this portion of Gleeson Road as a Declared County Highway.

Fiscal Impact & Funding Sources: No fiscal impact for accepting the petition.

Next Steps/Action Items/Follow-up: Upon acceptance of the petition, a public hearing will be scheduled and advertised as required by statute.

Impact of <u>Not</u> Approving: That portion of Gleeson Road will remain designated as a Primitive Road and any improvements will be in conflict with State statutes.



COUNTY OF COCHISE 1881 ARIZONA

Map for Executive Summary

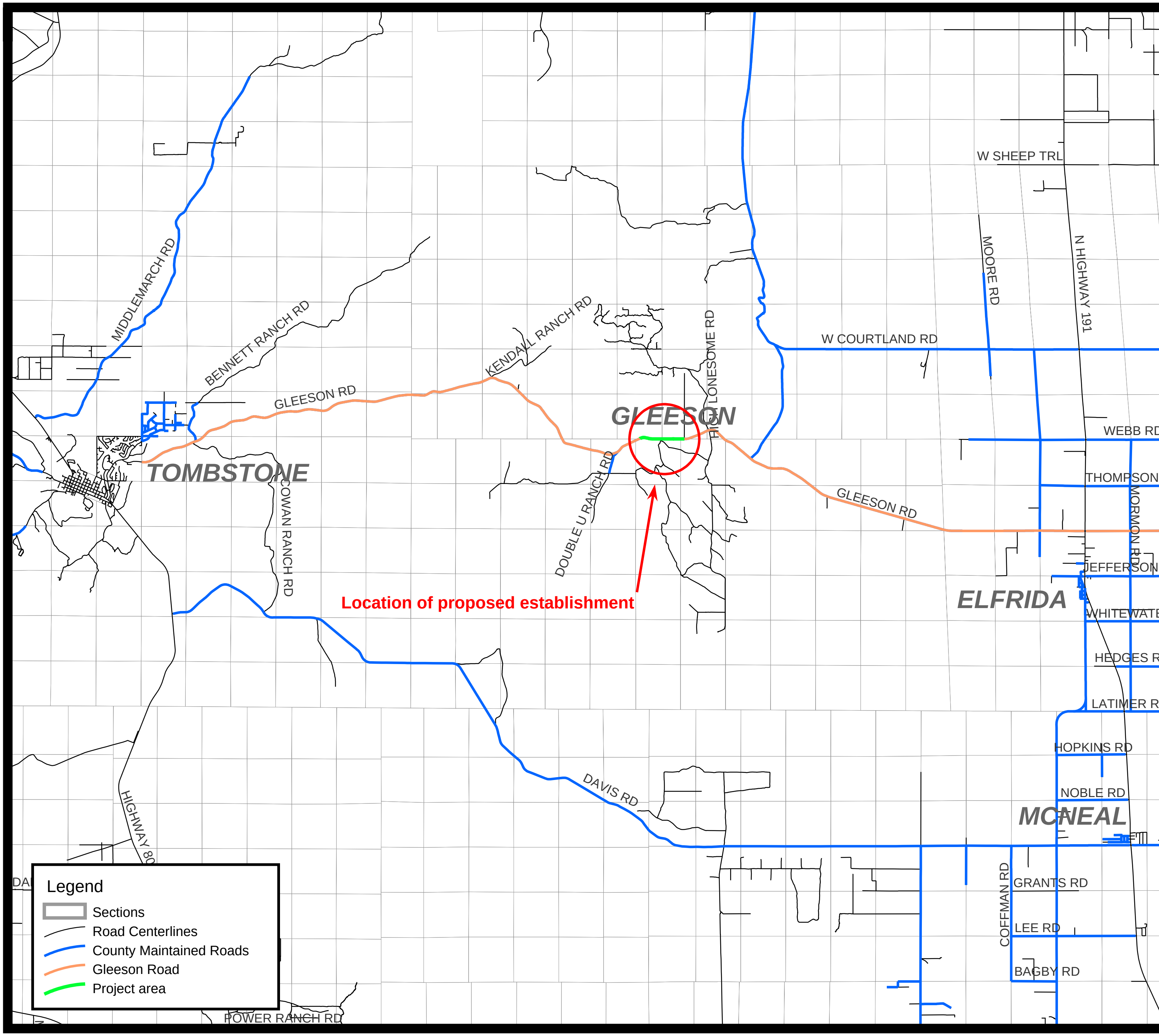
Proposed establishment of Gleeson Road as a Declared County Highway

Located within
Section 36
Township 19 South
Range 24 East
and
Section 31
Township 19 South
Range 25 East
and
Section 1
Township 20 South
Range 24 East
and
Section 6
Township 20 South
Range 25 East
G.&S.R.M.

This map is a product of the Cochise County GIS

0' 1" = 800'

tcouchenour, 2011-09-28 12:02:53
GleesonExecutiveSummaryMap (\\ccappml3\Geodesy\Encompass\Admin\Personal\tcouchenour.mdb)



COUNTY OF COCHISE 1881 ARIZONA

LOCATION MAP

Proposed establishment of Gleeson Road as a Declared County Highway

Located within
Section 36
Township 19 South
Range 24 East
and
Section 31
Township 19 South
Range 25 East
and
Section 1
Township 20 South
Range 24 East
and
Section 6
Township 20 South
Range 25 East
G.&S.R.M.

This map is a product of the GIS

0' 1" = 16000'

tcouchenour, 2011-09-28 11:34:27

ROAD PETITION

TO THE HONORABLE BOARD OF SUPERVISORS, COCHISE COUNTY, ARIZONA:

The petition of the undersigned petitioners of Cochise County, in the State of Arizona, respectfully show:

1. That the undersigned are bona fide residents of Cochise County, in the State of Arizona.

2. That each of the undersigned petitioners is a taxpayer in said County of said State.

3. That the laying out of the roads, the proposed routes of which are hereinafter described, would be for the convenience and accommodation of the general public of Cochise County, Arizona.

THEREFORE: Your petitioners pray that the following roads may be established as Declared County Highways pursuant to A.R.S. 28-6701, and the route: Beginning, Terminus, general course and direction, are as follows:

A portion of Gleeson Road, located in Section 36 of Township 19 South Range 24 East, Section 31 of Township 19 South Range 25 East, Section 1 of Township 20 South Range 24 East, and Section 6 of Township 20 South Range 25 East of the Gila and Salt River Meridian, Cochise County, Arizona, and more particularly described as follows:

Said Gleeson Road being 66 to 100 feet in width, as dedicated, beginning at milepost 12.2 and running Easterly one mile to the South quarter corner of said Section 31.

And your petitioners pray that a day be set by your Honorable body to consider whether said roads are necessary and to hear objections thereto, if any.

ROAD PETITION

And your petitioners will ever pray.

DATED this 27 day of SEPTEMBER, A.D., 2011.

PRINT NAME HERE	SIGN HERE
Mark Shelburne	(signature)
Harry Huffman [illegible]	(signature)
WANDA HUFFMAN	(signature)
G. L. HOLT	(signature)
Carl Gander	(signature)
DOUGLAS CROUCH	(signature)
Adele M. Crouch	(signature)
JOE ALBERTI	(signature)
G. DARREN LEE	(signature)
Gregory Briner	(signature)
BETTINA MILLER	(signature)
Kelly HIXSON	(signature)

VERIFICATION OF SIGNATURES

ROAD PETITION

And your petitioners will ever pray.

DATED this 27 day of September, A.D., 2011.

	PRINT NAME HERE	SIGN HERE
111-02-011A	Mark Shelburne	(signature)
111-02-007	Harry Huffman Harry H Huffman	(signature)
111-02-007	WANDA HUFFMAN	Wanda Huffman (signature)
111-02-020	G. L. HOLT	(signature)
111-02-021	Carl Gander	Carl Gander (signature)
111-02-023	DOUGLAS CROUCH	(signature)
111-02-023	Adele M. Crouch	(signature)
404-26-003	JOE ALBERTI	(signature)
114-18-065	G. DARREN LEE	(signature)
111-02-035	Gregory Brine	(signature)
111-02-113	BETTINA MILLER	Bettina Miller (signature)
112-01-002B (Resides on parcel, does not own property)	Kelly Hudson	(signature)

PUBLIC HEARING

ESTABLISHMENT OF A COUNTY HIGHWAY

There has been filed with the Board of Supervisors of Cochise County, Arizona, a road petition praying for the establishment of a County Highway, more particularly described as follows:

> **A portion of Gleeson Road, located in Section 36 of Township 19 South Range 24 East, Section 31 of Township 19 South Range 25 East, Section 1 of Township 20 South Range 24 East, and Section 6 of Township 20 South Range 25 East of the Gila and Salt River Meridian, Cochise County, Arizona, and more particularly described as follows:**
>
> **Said Gleeson Road being 66 to 100 feet in width, as dedicated, beginning at milepost 12.2 and running Easterly one mile to the South quarter corner of said Section 31.**

Notice is hereby given that Tuesday, November 1, 2011 at the hour of 10:00 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, is hereby set as the time and place for Hearing on said Petition and all objections thereto, and all persons wishing to object to the action prayed for in the petition are directed to file with the Board, a statement in writing setting forth any objections, or opposition and to show cause why said petition should not be granted; and

That notice of said hearing be published in the Arizona Range News once (1) a week for two (2) consecutive weeks prior to the date of said hearing.

Dated this 11th day of October, 2011.

Katie Howard, Clerk of the Board

Patrick Call, Chairman
Board of Supervisors
Cochise County, State of Arizona

Consent 3.

Regular Board of Supervisors Meeting **Community Development**

Date: 10/11/2011

Approve comments on the proposal to revise critical habitat for endangered Southwestern Willow Flycatcher

Submitted By: Carlos De La Torre, Community Development

Department: Community Development **Division:** Planning

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

# of ORIGINALS Submitted for Signature:

NAME of PRESENTER: Carlos A. De La Torre

TITLE of PRESENTER: Community Development Director

Mandated Function?:

Source of Mandate or Basis for Support?:

Agenda Item Text:

Approve the comments recommended by the Public Lands Advisory Committee (PLAC) regarding the U.S. Fish & Wildlife Service proposal to revise critical Habitat for Endangered Southwestern Willow Flycatcher

Background:

The U.S. Fish and Wildlife Service is proposing to revise the critical habitat for an endangered migratory bird, the southwestern willow flycatcher. The proposed revision identifies 2,009 stream miles within the 100-year floodplain of water in California, Arizona, Nevada, Utah, Colorado and New Mexico.

This proposal to revise the critical habitat designation represents a 283% increase in critical habitat designation as compared to the 2005 critical habitat designation. Out of the proposed 2,009 stream miles, 24 +/- miles are located within Cochise County as compared to the 14 +/- miles that are currently designated as critical habitat, which represents an increase of 71% in critical habitat designation.

The PLAC strongly opposes the proposal to revise and expand the critical habitat designation for the southwestern willow flycatcher within Cochise County. The PLAC strongly believes that well managed agricultural activities including grazing provide for a healthy riparian habitat that allows the southwestern willow flycatcher to proliferate as in the case of the U-Bar Ranch in Southwestern New Mexico. Well managed field irrigation and agricultural activities should be incentivized in an effort to increase riparian habitats that ultimately result in an increase in populations of the southwestern willow flycatcher.

Department's Next Steps (if approved):

Send the attached letter

Impact of NOT Approving/Alternatives:

The Board will not have an opportunity to comment

To BOS Staff: Document Disposition/Follow-Up:

Send the letter directly to the U.S. Fish & Wildlife Service on or before October 14, 2011 to:

Submitted Electronically: Federal eRulemaking Portal, http://www.regulations.gov

Submitted by Mail: Public Comments Processing
Attention: FWS-R2-ES-2011-0053
Division of Policy and Directives Management
U.S. Fish and Wildlife Service
4401 N. Fairfax Service, Suite 222
Arlington, VA 22203

Attachments

US Fish And Wildlife Letter

Board of Supervisors

Patrick G. Call
Chairman
District 1

Ann English
Vice-Chairman
District 2

Richard R. Searle
Supervisor
District 3

Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

October 11, 2011

U.S. Fish and Wildlife Service
Steven L. Spangle, USFWS, Arizona Field Supervisor
Division of Policy and Directives Management
Public Comments Processing
Attn: FWS-R2-ES-2011-0053
4401 N. Fairfax Drive, Suite 222
Arlington, VA 22203

Re: Revision to the Critical Habitat for Endangered Southwestern Willow Flycatcher

Dear Mr. Spangle:

The U.S. Fish and Wildlife Service is proposing to revise the critical habitat for an endangered migratory bird, the southwestern willow flycatcher. The proposed revision identifies 2,009 stream miles within the 100-year floodplain of water in California, Arizona, Nevada, Utah, Colorado and New Mexico.

This proposal to revise the critical habitat designation represents a 283% increase in critical habitat designation as compared to the 2005 critical habitat designation. Out of the proposed 2,009 stream miles, 24 +/- miles are located within Cochise County as compared to the 14 +/- miles that are currently designated as critical habitat, which represents an increase of 71% in critical habitat designation.

As recommended by the Cochise County Public Lands Advisory Committee, the Cochise County Board of Supervisors submits the following comments to the U.S. Fish and Wildlife Service proposal to revise critical habitat for the southwestern willow flycatcher:

- We strongly oppose the proposal to revise and expand the critical habitat designation for the southwestern willow flycatcher within Cochise County. Cochise County strongly believes that well managed agricultural activities including grazing provide for a healthy riparian habitat that allows the southwestern willow flycatcher to proliferate as in the case of the U-Bar Ranch in Southwestern New Mexico. Well managed field irrigation and agricultural activities should be incentivized in an effort to increase riparian habitats that ultimately result in an increase in populations of the southwestern willow flycatcher.

Cochise County is supportive of recovery policies with the understanding that a full examination of all potential economic and social impacts to Cochise County is made. Furthermore we continue to have concerns about U.S. Fish & Wildlife Service policies that potentially result in deleterious and restrictive effects on agricultural activities in Cochise County, including grazing.

Thank you for the opportunity to comment on the proposal to revise the critical habitat for the southwestern willow flycatcher.

Sincerely,

Patrick G. Call
Chairman, Cochise County Board of Supervisors

Consent 4.

Finance

Regular Board of Supervisors Meeting

Date: 10/11/2011

Demands & Operating Transfers

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

# of ORIGINALS Submitted for Signature:

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

Mandated Function?:

Source of Mandate or Basis for Support?:

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Consent 5.

Regular Board of Supervisors Meeting Health

Date:	10/11/2011		
Approval of One-Time Incentive Distribution			
Submitted By:	Mary Gomez, Cochise Aging & Social Services		
Department:	Cochise Aging & Social Services		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	None	**TITLE of PRESENTER:**	N/A
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	N/A
Docket Number (If applicable):			

Agenda Item Text:

Approval of One-Time Incentive Distribution Proposal for Health Department

Background:

Health Department employees, along with all other county employees, have resolutely shouldered the burdens of reduced staffing, additional duties, and elevated stress levels. This includes managing through unusual events like the H1N1 epidemic and the transition to a new Health Director.

Furthermore, in the past six years through FY 10/11, the Health Dept. (general fund only) has generated gross cumulative vacancy savings of over $1.4 million. This represents a vacancy rate of just under 20%. Even after netting out County Administration-required vacancy savings in FYs 09/10 and 10/11 ($637k), vacancy savings still total $784k. Operating savings (budget less actual) over the same period total an additional $626k. While revenue shortfalls over the six years total $326k, that still leaves nearly $1.1 million in aggregate savings net of required vacancy savings.

The specific request is for BOS approval of a one-time cash payment to all eligible Cochise County Health Department employees. To be eligible to receive a payment, employees must have been employed since at least 6/30/10 and must be employed on the date of payment. Payments would be pro-rated for part-time employees based on the number of hours they normally work.

The payment to eligible regular employees would be made as follows:

• $1,000 base payment to each employee meeting the eligibility criteria
• $1,300 payment (base + $300) to employees who received a “Successful” overall rating on their 6/30/11 performance evaluation
• $1,600 payment (base + $600) to employees who received a “Superior” overall rating on their 6/30/11 performance evaluation
• $2,000 payment (base + $1,000) to employees who received an “Exemplary” overall rating on their 6/30/11 performance evaluation

There are currently no full-time temp employees. Part-time temp employees on payroll since at least 6/30/10 would receive $25 gift cards.

The funding for general fund employees (approximately $55k including ERE's) would come from non-General Fund monies deposited to a Health Department Reserve Fund (balance $167k). Special revenue funds would cover employees funded from those sources unless they are budget-restricted, in which case the Reserve Fund would be used to support those payments. At this time, it appears that all grants would be able to cover their respective payments.

Department's Next Steps (if approved):

Director to meet with Division Managers and assign individual distribution based upon most recent overal performance ratings.

Impact of NOT Approving/Alternatives:

Employees not receiving deserved recognition for contributions to overall department savings.

To BOS Staff: Document Disposition/Follow-Up:

None.

Consent 6.

Heavy Fleet

Regular Board of Supervisors Meeting

Date: 10/11/2011

Purchase of Water Tank Systems

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Agenda Item Text:

Approve the purchase of two (2) 3,750 gallon water tank systems from United Truck & Equipment for Heavy Fleet Management in the amount of $73,231.

Background:

In February of 2011, approval was received to purchase two (2) water trucks for the Heavy Fleet Management Department. The most cost effective method for purchasing water trucks is to purchase the cab and chassis separate from the water tank systems and have the awarded vendor for the cab and chassis contract to install/fit-up the water tanks. The cab and chassis were purchased off a cooperative contract in lieu of a formal competitive bid which was determined to be the best price after obtaining comparison pricing from other vendor's. Quotes were obtained for the water tank systems from three vendor's as follows:

United Truck & Equipment, Phoenix, AZ $67,000
WADECO Equipment, Waxahachie, TX - $69,600
NIECE Equipment, Del Valle, TX - $71,920

Applicable sales tax is not included for quote comparison purposes.

The trucks have already been delivered to the dealer in Phoenix who will transport them to Phoenix to United Truck & Equipment and back to the Heavy Fleet road yard in Bisbee. The above prices do not reflect the additional cost to transport the trucks to Texas for installation of the water tanks. The cost to transport the trucks from Phoenix to Bisbee are included in the contact price with the vendor we purchased them from.

Because time is of the essence as Highways and Floodplain needs these units as soon as possible, the Procurement & Heavy Fleet Management department is requesting Board of Supervisors approval to waive the formal competitive sealed bid requirements for this purchase which will save approximately 4-6 weeks on delivery time. The quotes obtained are competitive and it is most likely that a formal sealed bid solicitation would not result in better pricing, considering the trucks have been delivered to Phoenix from the factory.

Department's Next Steps (if approved):

Issue purchase order. Coordinate up-fitting activities and delivery. Inspect equipment upon delivery.

Impact of NOT Approving/Alternatives:

Procurement would be required to do a formal competitive sealed bid solicitation resulting in a delay in delivery of 4-6 weeks. Since the trucks are already in Phoenix, a formal competitive bid process might seem unfair to vendors outside of Arizona because of the cost to transport the trucks to their facility for fit-up of the water tanks and back to Bisbee.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Fiscal Impact

Fiscal Year:

One-time Fixed Costs? ($$$):

Ongoing Costs? ($$$):

County Match Required? ($$$):

A-87 Overhead Amt? (Co. Cost Allocation $$$):

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Heavy Fleet has budgeted for this expenditure in FY 2011-12

Consent 7.

Regular Board of Supervisors Meeting | **Juvenile Probation**

Date: 10/11/2011

Juvenile Accountability Block Grant (JABG) Contract #12

Submitted By: Tracey Rocco, Juvenile Probation

Department: Juvenile Probation

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Denise Caraballo	**TITLE of PRESENTER:**	Probation Services Division Director
Mandated Function?:	Local Mandate or Policy	**Source of Mandate or Basis for Support?:**	Cochise County Juvenile Drug Court Program

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Agenda Item Text:

Authorize Juvenile Court Services to submit application to Governor's Office for Children Youth and Familes (GOCYF) for Juvenile Accountability Block Grant (JABG) in the amount of $18,430 for contract year 2011-2012, and receive funding as awarded by GOCYF from JABG.

Background:

The JABG award and the required county matching funds cover the personnel expense for the pro-tem judges in the Juvenile Drug Court Program. The appropriate oversight of a collaborative body has been established through the long-standing G.R.A.P.E. committee which the county's governmental agencies and the private business sector has successfully maintained for the past 16 years. Initially the JABG funds are allocated to multiple entities located within Cochise County in much smaller amounts. The entities in turn submit the proper form to the GOCYF to waive their allocation and give it to Cochise County Juvenile Court Services. The $18,430 represents the direct award for Cochise County.

Department's Next Steps (if approved):

Submit the application to the GOCYF for approval.

Impact of NOT Approving/Alternatives:

This is the only funding source available for the personnel expense for the pro-tem judges that preside over the Juvenile Drug Court Program. Not approving this application to GOCYF for JABG funding will significantly impact the ability to continue the program.

To BOS Staff: Document Disposition/Follow-Up:

No follow up requested. No signatures needed on the attached document.

Fiscal Impact

Fiscal Year:	2012
One-time Fixed Costs? ($$$):	0
Ongoing Costs? ($$$):	0
County Match Required? ($$$):	2,048.00
A-87 Overhead Amt? (Co. Cost Allocation $$$):	
Source of Funding?:	100-1200-1210-550.000

Fiscal Impact & Funding Sources (if known):

County match $2,048.00 is included in the FY2012 general fund budget for Juvenile Court Services.

Attachments

JABG Grant award FY2012

Janice K. Brewer
Governor

State of Arizona
Governor's Office for Children, Youth and Families

Cassandra A. Larsen
Director

September 15, 2011

Denise Caraballo
Juvenile Probation Services Division Director
Cochise County Juvenile Court Services
P.O. Box 4219
Bisbee, AZ 85603

Dear Ms. Caraballo,

Thank you for your interest in submitting an application for the Juvenile Accountability Block Grant (JABG), funding year 2011/contract year 2012. You have been designated as the contact person for future correspondence regarding the JABG Application.

Our office received the Intent Form indicating that Cochise County is interested in receiving a direct award. **Your allocation now totals: $ 18, 430.**

Enclosed please find the JABG Application Guidelines and Instructions. Please carefully review the Application Guidelines and Instructions before you begin to prepare your application, and take note of the administrative and financial responsibilities that you assume by accepting this award. I encourage you to utilize the Application Checklist to ensure that your application is complete.

The complete application is due to the Governor's Office for Children, Youth and Families by 3:00 p.m. on Tuesday, October 25, 2011. Please submit one (1) original and two (2) copies of the completed application.

If you have any questions or concerns, please do not hesitate to contact me at (602) 542-3496. I look forward to receiving your application and the opportunity to continue to work with you. Thank you.

Sincerely,
Sonya Pierce-Johnson

Sonya Pierce-Johnson
Program Administrator
Phone: 602-542-3496
Fax: 602-542-4644
spjohnson@az.gov

Cc: Delcy Scull, Juvenile Court Director (w/o attachments)
Michael Ortega, County Administrator (w/o attachments)

2011 Juvenile Accountability Block Grant (JABG) Intent Form
Arizona Governor's Office for Children, Youth and Families

ELIGIBLE FOR A DIRECT AWARD

Please return this form (mail or fax) no later than Friday, August 24, 2011.

Unit of Local Government: COCHISE COUNTY
Please type or print the name of the County, City/Town, or Tribe submitting this Intent Form.

Intent for JABG Funds:
Please check the appropriate response to indicate your interest/intent for the use of available JABG funds.

_X_ **Interested in applying for our JABG allocation (Direct Award).**
The 2011 JABG Application will be mailed to you upon receipt of this form; Please complete this form in its entirety.

____ **Interested in waiving our allocation to another unit of local government (Waive to ULG).**
Please indicate below the name of the unit of local government to whom you will be waiving your funds and note the individual/agency designated to receive future JABG correspondence. Please complete this form in its entirety.

____ **Interested in Waiving our JABG allocation to the State (Waive to State).**
Your allocation will be reverted to the state to be otherwise allocated. You do not need to designate contact information below, but please complete this form with the name and signature of the Authorized Official.

Official Contact Person for Future Correspondence Regarding the 2011 JABG Award:

Unit of Local Government (if different from above): Cochise County Juvenile CourtServices (CCJCS)

Please indicate the individual/agency responsible for submitting the 2011 JABG Application.

Name: Denise Caraballo Title: Probation Services Division Director

Agency/Address: Cochise County Juvenile Court Services, P.O. Box 4219 Bisbee, AZ 85603
Attn: Denise Caraballo

Phone: (520) 432-7523 Fax: (520) 432-0393 Email: dcarabal@courts.az.gov
CC:trocco@courts.az.gov

Authorized Official for this Unit of Local Government:
(County Manager/County Board of Supervisors, Mayor/City Manager, Tribal Chair)

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ON THIS PAGE IS CORRECT.

Name: Michael J. Ortega Title: County Administrator

Signature: [signature] Date: 8/22/11

Please return this form (mail or fax) no later than Friday, August 24, 2011.
Governor's Office for Children, Youth and Families
1700 West Washington, Suite 101
Phoenix, Arizona 85007
Fax to JABG PROGRAM: (602) 542-4644

Consent 8.

Regular Board of Supervisors Meeting **Procurement**

Date: 10/11/2011

Sale of Surplus Equipment

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Agenda Item Text:

Approve the sale of one stove and hood and one three sectional sink, declared surplus by Property Management, to St. Bernard's Catholic Church, Bisbee, AZ in the amount of $150.

Background:

The area that previously housed the restaurant at BDI Airport has a stove, hood, and three sectional sink that has been declared surplus. St. Bernard's Catholic Church has requested that the County sell/donate this equipment to them in the amount of $150.

In accordance with ARS§11-251, a county may with **unanimous consent of the board**, without public auction, sell or lease any county property for a specific use to any solely charitable, social or benevolent nonprofit organization incorporated or operating in this state. The Property Manager has made a determination that $150 is a reasonable offer based on current market conditions and what this equipment would expect to sell for through the County public surplus auction process.

Department's Next Steps (if approved):

Prepare bill of sale, collect $150, and deposit money into the general fund.

Impact of NOT Approving/Alternatives:

Equipment would be sold through public surplus auction process.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Attachments

Donation Request

St. Bernard's Catholic Church

2308 N McKinley Street PO Box 3101 Pirtleville, AZ 85626

09/22/2011

Cochise County Procurement Dept.
David Seward – Procurement Director
1415 Melody Lane
Building C
Bisbee, AZ 85603

Dear Mr. Seward,

We understand that the restaurant/snack bar in the Bisbee-Douglas International Airport is shutting down. Our committee, **St. Bernard's Fund Raising Committee**, is a non-profit organization. All funds raised by our committee are solely for small repairs, maintenance and other miscellaneous needs of our parish. We are very much interested in acquiring a stove, hood, three sectional sink and other kitchen equipment for our church's future kitchen.

Since we have been established for only approximately five months, we are looking for donations of said items. We can, although, come up with $150.00 and maybe more.

Please advise us of what procedures need to be taken by us. Thank you very much for your attention to this matter.

St. Bernard's Fund Raising Committee

Gilbert Y. Gutierrez (president

Consent 9.

Regular Board of Supervisors Meeting **County Sheriff**

Date: 10/11/2011

FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation

Submitted By: Ken Buckner, County Sheriff

Department: County Sheriff

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Ken Buckner	**TITLE of PRESENTER:**	Deputy Commander
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	
REMINDER:	You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).		

Agenda Item Text:

Approve Fiscal Year 2011 Edward Byrne Memorial JAG Program Local Solicitation Award (2011-DJ-BX-3399) in the amount of $49,272 for the period of October 1, 2010 through September 30, 2014, to cover the purchase a Firearms Training Simulator System.

Background:

This grant is an annual award of monies that can be used for a variety of purposes. This year's award is to be used for the purchase of a firearms training simulator system so that department employees will be able to meet AZPOST and department firearms proficiency requirements without having to travel to other locations and use other entities systems.

Department's Next Steps (if approved):

Procure a firearms training simulator system for department use

Impact of NOT Approving/Alternatives:

If not approved, the firearms simulator training system will not be purchased. This will require department employees to continue to travel to other entities to use their systems, increasing expenses.

To BOS Staff: Document Disposition/Follow-Up:

Two original copies are submitted. Both require Mr. Otega's signature. Return one of the originals to the Sheriff's Office for filing and submission.

Fiscal Impact

Fiscal Year:

One-time Fixed Costs? ($$$):

Ongoing Costs? ($$$):

County Match Required? ($$$):

A-87 Overhead Amt? (Co. Cost Allocation $$$):

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

No Fiscal Impact.

Attachments

2011 JAG Award

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 24, 2011

Mr. Mike Ortega
Cochise County
1415 West Melody Lane Building
Bisbee, AZ 85603

Dear Mr. Ortega:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of $49,272 for Cochise County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tahitia M. Barringer, Program Manager at (202) 616-3294; and

- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

Department of Justice

Office of Justice Programs

Office for Civil Rights

Washington, D.C. 20531

August 24, 2011

Mr. Mike Ortega
Cochise County
1415 West Melody Lane Building
Bisbee, AZ 85603

Dear Mr. Ortega:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Cochise County 1415 West Melody Lane Building Bisbee, AZ 85603	4. AWARD NUMBER: 2011-DJ-BX-3399 5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014 6. AWARD DATE 08/24/2011 7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 866000399	8. SUPPLEMENT NUMBER 00 9. PREVIOUS AWARD AMOUNT $ 0
3. PROJECT TITLE Purchase Firearms Training Simulator	10. AMOUNT OF THIS AWARD $ 49,272 11. TOTAL AWARD $ 49,272

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL	GRANTEE ACCEPTANCE
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mike Ortega County Administrator
17. SIGNATURE OF APPROVING OFFICIAL	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL — 19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		49272

21. KDJUGT0845

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2011-DJ-BX-3399 AWARD DATE 08/24/2011

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

PROJECT NUMBER 2011-DJ-BX-3399 AWARD DATE 08/24/2011

SPECIAL CONDITIONS

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ccr.htm (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

10. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).

11. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

12. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

13. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

PROJECT NUMBER 2011-DJ-BX-3399 AWARD DATE 08/24/2011

SPECIAL CONDITIONS

14. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

15. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

PROJECT NUMBER 2011-DJ-BX-3399 AWARD DATE 08/24/2011

SPECIAL CONDITIONS

17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

18. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

19. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

21. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

22. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

23. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

24. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

SPECIAL CONDITIONS

25. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

26. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Abstract portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Cochise County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER	
2011-DJ-BX-3399	PAGE 1 OF 1

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)	2. PROJECT DIRECTOR (Name, address & telephone number)
Tahitia M. Barringer (202) 616-3294	Marc Denney Commander 1415 West Melody Lane Bisbee, AZ 85603-1045 (520) 432-9531

3a. TITLE OF THE PROGRAM	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
FY 2011 Justice Assistance Grant Program	

4. TITLE OF PROJECT

Purchase Firearms Training Simulator

5. NAME & ADDRESS OF GRANTEE	6. NAME & ADRESS OF SUBGRANTEE
Cochise County 1415 West Melody Lane Building Bisbee, AZ 85603	
7. PROGRAM PERIOD FROM: 10/01/2010 TO: 09/30/2014	8. BUDGET PERIOD FROM: 10/01/2010 TO: 09/30/2014
9. AMOUNT OF AWARD $ 49,272	10. DATE OF AWARD 08/24/2011
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use the JAG award to purchase law enforcement equipment. The goal of this project is to increase officer and community safety. NCA/NCF

Regular Board of Supervisors Meeting **Board of Supervisors**

Date: 10/11/2011

New Liquor License

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Katie Howard	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Agenda Item Text:

Approve a new liquor license application for a series #13 (domestic winery) liquor license submitted by Mr. Mark Anders Jorve for Zarpara Vineyard located at 6777 S Zarpara Lane, Willcox, 85643.

Background:

Mr. Mark Anders Jorve has applied for a series #13 (domestic winery) for Zarpara Vineyard located at 6777 S Zarpara Lane, Willcox, 85643. The Sheriff's Office and the Planning and Zoning Department have recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division noted that the applicant, Patricia M. Nybergs is working with the Environmental Health Specialists in Sierra Vista to ensure compliance with the Cochise County Sanitary Code, Arizona Food Code, Prop 201 and all necessary requirements prior to opening the facility. The Treasurer's Office noted that all property taxes for the location are current.

Mr. Mark Jorve has paid the $100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Send packet to ADLLC and copy of letter w/out attachments to applicant.

Attachments

Application

Completed Review Forms

Affidavit of Posting

Notice of Posting

'11 AUG 11 Liq. Dept PM12:01

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

RECEIVED 2011 COCHISE COUNTY BOARD OF SUPERVISORS

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☐ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☒ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER (Explain) ______

SECTION 3 Type of license and fees LICENSE #(s): 13023026

1. Type of License(s): Series 13 - Domestic Winery

Department Use Only

2. Total fees attached: $

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: (Mr.) Ms. Jorve (Last) Mark (First) P1065527 Anders (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Jorve MacMillan Vineyards, L.L.C. B10440129
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Zarpara Vineyard
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 6777 S Zarpara Lane (Do not use PO Box Number) Willcox (City) ~~AZ~~ Cochise (County) 85643 (Zip)
5. Business Phone: 602.885.8903 Daytime Contact: 602.885.8903
6. Is the business located within the incorporated limits of the above city or town? ☐YES ☒NO
7. Mailing Address: 1905 E Mountain Sky Ave, Phoenix, AZ 85048 (City, State, Zip)
8. Price paid for license only bar, beer and wine, or liquor store: Type ______ $______ Type ______ $______

DEPARTMENT USE ONLY

Fees: 100 (Application) ______ (Interim Permit) ______ (Agent Change) ______ (Club) 48.00 (Finger Prints) $ 148.00 **TOTAL OF ALL FEES**

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: M.C Date: 8/22/2011 Lic. # 13023026

July 2010

***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location.____________________
4. Is the license currently in use? ☐ YES ☐ NO   If no, how long has it been out of use?________________

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, ________________________ (Print full name), declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X____________________________ (Signature)

My commission expires on: __________________

State of ___________ County of______________

The foregoing instrument was acknowledged before me this

_____ day of ____________, ________
Day Month Year

____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last First Middle	% Owned	Mailing Address City State Zip

Partnership Name: (Only the first partner listed will appear on license) ______________________________

General-Limited	Last First Middle	% Owned	Mailing Address City State Zip
☐ ☐			
☐ ☐			
☐ ☐			
☐ ☐			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
   If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last First Middle	Mailing Address City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*
☒ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: Jorve MacMillan Vineyards, L.L.C.
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 08/28/09 State where Incorporated/Organized: AZ

3. AZ Corporation Commission File No.: ______ Date authorized to do business in AZ: ______

4. AZ L.L.C. File No: L15487736 Date authorized to do business in AZ: 08/01/11 ~~(APPLY)~~

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address City State Zip
Jorve	Mark	Anders	Member	1905 E Mountain Sky Ave, Phoenix, AZ 85048
MacMillan	Rhona	Walker	Member	1905 E Mountain Sky Ave, Phoenix, AZ 85048
	P 1005328			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address City State Zip
Jorve	Mark	Anders	50	1905 E Mountain Sky Ave, Phoenix, AZ 85048
MacMillan	Rhona	Walker	50	1905 E Mountain Sky Ave, Phoenix, AZ 85048

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: ______ Date Chartered: ______
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 **Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: ____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: 11 AUG 11 Liqr. Dept PM12:01 ____
Last First Middle

3. License Type: ____________ License Number: ________________ Date of Last Renewal: ____________

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 **Government: (for cities, towns, or counties only)**

1. Governmental Entity: ____

2. Person/designee: ____ ____________________
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 **Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: ______________________________________ Entity: ______________
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: ____
(Exactly as it appears on license)

3. Current Business Name: ____
(Exactly as it appears on license)

4. Physical Street Location of Business: Street ____
City, State, Zip ____

5. License Type: ________________ License Number: ________________

6. If more than one license to be transfered: License Type: ______________ License Number: ______________

7. Current Mailing Address: Street ____
(Other than business)
City, State, Zip ____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, ______________________________, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, ______________________________, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

____
(Signature of CURRENT LICENSEE)

State of ______________ County of ______________
The foregoing instrument was acknowledged before me this

________ ____________________
Day Month Year

My commission expires on: ______________________________

____
(Signature of NOTARY PUBLIC)

SECTION 12 **Location to Location Transfer: (Bars and Liquor Stores ONLY)**
APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

'11 AUG 11 Liqr. Dept PM12:02

1. Current Business: Name ______
   (Exactly as it appears on license)
   Address ______

2. New Business: Name ______
   (Physical Street Location)
   Address ______

3. License Type: ______ License Number: ______

4. If more than one license to be transferred: License Type: ______ License Number: ______

5. What date do you plan to move? ______ What date do you plan to open? ______

SECTION 13 **Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: ~ 15 miles ft. Name of school Willcox Elementary School
   Address 501 W Delos St, Willcox, AZ 85643
   City, State, Zip

2. Distance to nearest church: ~ 15 miles ft. Name of church Willcox United Methodist Church
   Address 124 S Curtis Ave, Willcox, AZ 85643
   City, State, Zip

3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)

4. If the premises is leased give lessors: Name ______
   Address ______
   City, State, Zip

4a. Monthly rental/lease rate $______ What is the remaining length of the lease __ yrs. ____mos.

4b. What is the penalty if the lease is not fulfilled? $______ or other ______
   (give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 0
   Please list debtors below if applicable.

Last First Middle	Amount Owed	Mailing Address City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Winery tasting room

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

License #____________________(exactly as it appears on license) Name ____________________________

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☒ NO
If yes, give the name of licensee, Agent or a company name:

__________________________________and license #: ________________________
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

____
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

____
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check **ALL** boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☒ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☐ NO
If yes, what is your estimated opening date? 10/01/2011
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

MN
applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

Diagram attached

SECTION 16 Signature Block

I, Mark Anders Jorve, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X
(signature of applicant listed in Section 4, Question 1)

OFFICIAL SEAL
ANDREW PEARSON
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 3, 2014

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 9TH (Day) of AUGUST (Month), 2011 (Year)

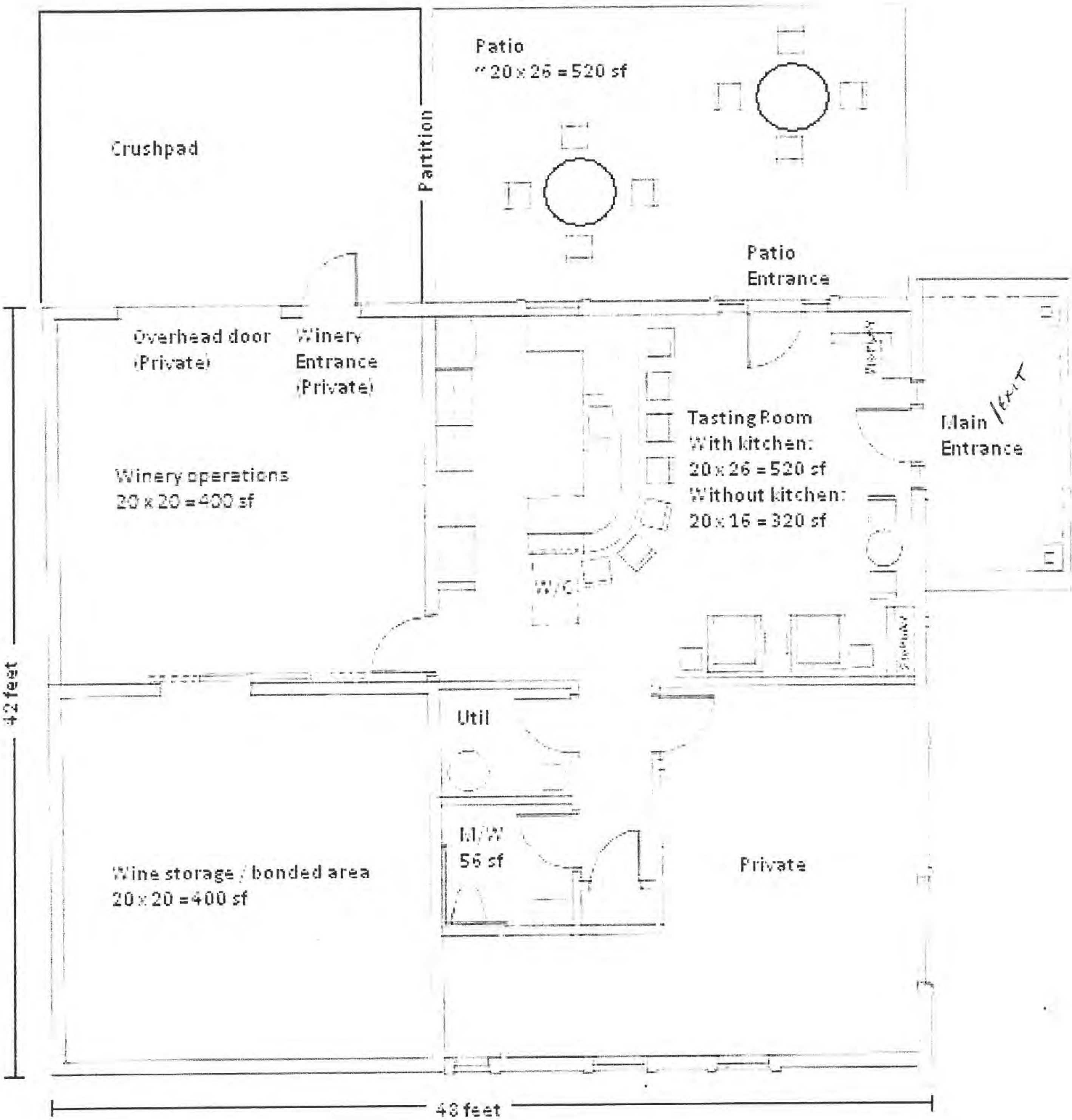
signature of NOTARY PUBLIC

My commission expires on : 03/09/2014 (Day Month Year)

'11 AUG 11 Liqr. Dept PM12:02

Zarpara Vineyard

Building total square footage: 2160



08/28/2009 11:58 FAX
AZ CORPORATION COMMISSION
FILED

AUG 2 8 2009

FILE NO. L15487736

AZ Corp. Commission
02884855

ARTICLES OF ORGANIZATION

OF

JORVE MACMILLAN VINEYARDS, L.L.C.

The undersigned, desiring to form a limited liability company under the laws of the State of Arizona, do hereby adopt the following Articles of Organization:

ARTICLE I - NAME

The name of the limited liability company shall be JORVE MACMILLAN VINEYARDS, L.L.C. (the "Company").

ARTICLE II - PURPOSE

The Company is organized to purchase, invest in, hold develop, lease and sell real and personal property, and to transact any and all other lawful business for which a Limited Liability Company may be organized under Arizona law.

ARTICLE III - REGISTERED OFFICE

The Registered Office of the Company shall initially be as follows: 1905 East Mountain Sky Avenue, Phoenix, Arizona 85048. The Company may hereafter change its Registered Office in accordance with applicable law and without amending these Articles of Organization.

ARTICLE IV - MANAGEMENT OF COMPANY

The management of the Company is reserved to its members. The following persons are, or will be, members of the Company as of August 28, 2009.

Mark Jorve 1905 East Mountain Sky Avenue Phoenix, Arizona 85048	Rhona MacMillan 1905 East Mountain Sky Avenue Phoenix, Arizona 85048

ARTICLE V - DURATION OF EXISTENCE

Unless sooner terminated pursuant to applicable law or the terms and conditions of the Operating Agreement of the Company, the Company shall have perpetual existence.

ARTICLE VI - LIABILITY

Except as provided in Arizona Revised Statutes Title 29, Chapter 4, a member, manager, employee, officer or agent of this Company is not liable, solely by reason of being a member, manager, employee, officer or agent, for the debts, obligations and liabilities of the Company, whether arising in contract or tort, under a judgment, decree or order of a court or otherwise.

ARTICLE VII - STATUTORY AGENT

Austin D. Potenza II, with offices at 201 North Central Avenue, 22nd Floor, Phoenix, Arizona 85004, is hereby appointed the Statutory Agent of the Company.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization as of this 28th day of August, 2009.

Austin D. Potenza II

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT

I, Austin D. Potenza II, having been designated to act as statutory agent for JORVE MACMILLAN VINEYARDS, L.L.C., an Arizona limited liability company, hereby consent to act in that capacity until removed or resignation is submitted in accordance with Arizona Revised Statutes.

Austin D. Potenza II

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'11 AUG 11 Liqr. Dept PM12:02

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

P1045597

Liquor License # 13023026
(If the location is currently licensed)

1. Check appropriate box →
   - ☒ Controlling Person ☒ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager
   - ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Jorve (Last) Mark (First) Anders (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: AZ

4. Place of Birth: St. Paul (City) MN (State) USA (Country (not county)) Height: 6' 0" Weight: 200 Eyes: Blue Hair: Gray

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: 602.885.8903

6. Name of Current or Most Recent Spouse: MacMillan (Last) Rhona (First) Walker (Middle) -- (Maiden) Date of Birth: 09/26/1962 (NOT a public record)
   (List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: Aug 1987

8. Telephone number to contact you during business hours for any questions regarding this document. 602.885.8903

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Zarpara Vineyard Premises Phone: 602.885.8903

11. Physical Location of Licensed Premises Address: 6777 S Zarpara Lane (Street Address (Do not use PO Box #)) Willcox (City) Cochise (County) 85643 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
12/01/10	CURRENT	Owner / manager	Jorve MacMillan Vineyards LLC, 1905 E Mtn Sky Ave, Phx, AZ 85048
05/04	11/30/10	Software engineer	Travelclick, 300 N Martingale, Ste 500, Schaumburg, IL 60173

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
05/99	CURRENT	Own	1905 E Mountain Sky Ave	Phoenix	AZ	85048

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 6, and **answer #14a below**. If NO, skip to #15.	☑ YES ☐ NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) **If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**	☑ YES ☐ NO

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐ YES ☑ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☑ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐ YES ☑ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐ YES ☑ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☐ YES ☑ NO

> If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
> SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Mark Anders Jorve, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X ______________________
(Signature of Applicant)

OFFICIAL SEAL
ANDREW PEARSON
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 3, 2014

My commission expires on: 03 / 09 / 2014
Day / Month / Year

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 9TH day of AUGUST, 2011
Month Year

____
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of __________ County of __________

The foregoing instrument was acknowledged before me this

X ______________________
Signature of Controlling Person or Agent (circle one)

______ day of __________, ______
Month Year

____
(Signature of NOTARY PUBLIC)

____
Print Name

My commission expires on: ______________________
Day Month Year

Print Form

'11 AUG 11 LIQ. DEPT PM12:02

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

'11 JUN 20 LIQ. DEPT PM 1:41

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

MARK JORVE
Full Name (please print)

Signature

December 3, 2010
Training Completion Date

December 2, 2013 (B); 2015 (M)
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

☒ Yes	☐ No	BASIC	☒ Yes	☐ No	ON SALE
☒ Yes	☐ No	MANAGEMENT	☒ Yes	☐ No	OFF SALE
☒ Yes	☐ No	BOTH	☐ Yes	☒ No	OTHER

If Trainee Is Employed By A Licensee

Name of Licensee	Business Name	Liquor License #

Alcohol Training Program Provider Information

SCOTTSDALE COMMUNITY COLLEGE #11040
Company or Individual Name (please print)

9000 East Chaparral Road
Address

City	State	Zip	Daytime Contact Phone #
Scottsdale	AZ	85256`	(480) 423-6322

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statue, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

GARY WARD
Name of Trainer (please print)

Trainer Signature

December 3, 2010
Date

Pursuant to A.R.S.§ 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

Disabled individuals requiring special accommodations, please call (602) 542-9027

Print Form

'11 AUG 11 Liqr. Dept PM12:02

ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: 13023026

Ownership Name: Jorve MacMillan Vineyards, L.L.C.
(as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Mark Anders Jorve DATE 08/09/11

TYPE OF APPLICATION (check one) X INITIAL APPLICATION ___ RENEWAL

TYPE OF LICENSE Series 13

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: passport

A. Are you a citizen or national of the United States? (check one) X Yes ___ No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City St. Paul State (or equivalent) MN Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

DLLC 2/20/09 AG 11/08/07 - 81662

'11 AUG 11 Liqr. Dept PM12:02

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

APPLICANT'S SIGNATURE

8-9-11
TODAY'S DATE

"11 AUG 11 Ligr. Dept PM12:02

"11 JUN 20 Ligr. Dept PM 1 41

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Código: USA
Passport No. / No. du Passeport / No. de Pasaporte: 472580871

Surname / Nom / Apellidos
JORVE

Given Names / Prénoms / Nombres
MARK ANDERS

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

[redacted] / Fecha de nacimiento

[redacted] Lieu de naissance / Lugar de nacimiento
MINNESOTA, U.S.A.

Sex / Sexe / Sexo
M

Date of issue / Date de délivrance / Fecha de expedición
25 Oct 2010

Authority / Autorité / Autoridad
United States
Department of State

Date of expiration / Date d'expiration / Fecha de caducidad
24 Oct 2020

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

USA

P<USAJORVE<<MARK<ANDERS<<<<<<<<<<<<<<<<<<<<<<

4725808718USA5907218M2010245242672806<076172

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
'11 AUG 11 Liqr Dept PM12:12
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks. P10455?8

Liquor License # 13023026
(If the location is currently licensed)

1. **Check appropriate box** → ☒ **Controlling Person** ☐ **Agent** **(Complete Questions 1-19)** **Controlling Person or Agent must complete #21 for a Manager** | ☐ **Manager (Only)** **(Complete All Questions except # 14, 14a & 21)** **Controlling Person or Agent must complete # 21**

2. Name: MacMillan (Last) Rhona (First) Walker ([redacted]) Date of Birth: [redacted] **(NOT a Public Record)**

3. Social Security Number: [redacted] **(NOT a public record)** Drivers License #: [redacted] **(NOT a public record)** State: AZ

4. Place of Birth: Edinburgh (City) -- (State) United Kingdom (Country (not county)) Height: 5' 1" Weight: 130 Eyes: Br Hair: Brown

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: 602.904.3088

6. Name of Current or Most Recent Spouse: Jorve (Last) Mark (First) Anders (Middle) -- (Maiden) Date of Birth: 07/21/1959
(List all for last 5 years - Use additional sheet if necessary) **(NOT a public record)**

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: Feb 2002

8. Telephone number to contact you during business hours for any questions regarding this document. 602.904.3088

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Zarpara Vineyard Premises Phone: 602.885.8903

11. Physical Location of Licensed Premises Address: 6777 S Zarpara Lane (Street Address (Do not use PO Box #)) Willcox (City) Cochise (County) 85643 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	**TO** Month/Year	**DESCRIBE POSITION OR BUSINESS**	**EMPLOYER'S NAME OR NAME OF BUSINESS** (street address, city, state & zip)
05/07	CURRENT	Strategic Planning	Best Western International, 6201 N 24th Pkwy, Phoenix, AZ 85016
07/95	05/07	Product Management	Pegasus Solutions, 14000 N Pima Rd, Ste 100, Scottsdale, AZ 85260

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	**TO** Month/Year	**Rent or Own**	**RESIDENCE Street Address** If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
05/99	CURRENT	Own	1905 E Mountain Sky Ave	Phoenix	AZ	85048

 Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 6 ______, and **answer #14a below**. If NO, skip to #15.	☑YES ☐NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) **If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**	☑YES ☐NO

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐YES ☑NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐YES ☑NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐YES ☑NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☑NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☐YES ☑NO

> If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
> SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Rhona Walker MacMillan, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X RWMacMillan
(Signature of Applicant)

OFFICIAL SEAL
ANDREW PEARSON
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 3, 2014

My commission expires on: 03/09/2011
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 9th day of August, 2011
Month Year

(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of ______________ County of ______________

The foregoing instrument was acknowledged before me this

X ______________________________
Signature of Controlling Person or Agent (circle one)

______ day of ______________, ________
Month Year

____
Print Name

____
(Signature of NOTARY PUBLIC)

My commission expires on: ______________
Day Month Year

Print Form

'11 AUG 11 Liqr. Dept PM 12:02

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

'11 JUN 20 Liqr. Dept PM 1:41

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

RHONA MacMILLAN
Full Name (please print)

RMacMillan
Signature

December 3, 2010
Training Completion Date

December 2, 2013 (B); 2015 (M)
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

☒ Yes	☐ No	BASIC	☒ Yes	☐ No	ON SALE
☒ Yes	☐ No	MANAGEMENT	☒ Yes	☐ No	OFF SALE
☒ Yes	☐ No	BOTH	☐ Yes	☒ No	OTHER

If Trainee Is Employed By A Licensee

Name of Licensee | Business Name | Liquor License #

Alcohol Training Program Provider Information

SCOTTSDALE COMMUNITY COLLEGE #11041
Company or Individual Name (please print)

9000 East Chaparral Road
Address

Scottsdale | AZ | 85256` | (480) 423-6322
City | State | Zip | Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statue, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

GARY WARD
Name of Trainer (please print)

Trainer Signature

December 3, 2010
Date

Pursuant to A.R.S.§ 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

OPERATING AGREEMENT

OF

JORVE MACMILLAN VINEYARDS, L.L.C.

Effective as of August 26, 2009

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OPERATING AGREEMENT

OF

JORVE MACMILLAN VINEYARDS, L.L.C.

THIS OPERATING AGREEMENT (this "Agreement"), is made and entered into as of this __ day of August, 2009, by and among those persons listed on Exhibit "A", and who have executed a counterpart signature of this Agreement as Members of JORVE MACMILLAN VINEYARDS, L.L.C. , an Arizona limited liability company (the "Company").

RECITALS

A. On or about the 28th day of August, 2009, the Company was formed by filing Articles of Organization with the Arizona Corporation Commission, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference (the "Articles of Organization").

B. The Members desire to set forth their understanding and agreement concerning the operation and management of the Company, and their respective rights, duties and obligations in connection with the Company.

AGREEMENTS

ARTICLE I.

GENERAL

1.1. Formation. Pursuant to the Arizona Limited Liability Company Act (the "Act"), the parties ratify the formation of the Company effective upon the filing of the Articles of Organization of this Company with the Arizona Corporation Commission. The parties hereby adopt the Articles of Organization of the Company, and agree that they shall immediately, and from time to time hereafter, as may be required by law, execute all amendments of the Articles of Organization, and do all filing, recording and other acts as may be appropriate to comply with the operation of the Company under the Act.

1.2. Intent. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code. No Member shall take any action inconsistent with the express intent of the parties hereto.

1.3. Name. The name of the Company shall be JORVE MACMILLAN VINEYARDS, L.L.C.

1.4. Place of Business. The principal place of business of the Company shall 1905 East Mountain Sky Avenue, Phoenix, Arizona 85048, or such other place as the Members shall determine.

1.5. Purpose. This Company has been formed to purchase, invest in, hold develop, lease and sell real and personal property and to transact any and all other lawful business that the Members may elect.

1.6. Term. The term of the Company shall commence upon the filing of its Articles of Organization and shall continue until such time as it shall be terminated under the provisions of Article IX hereof.

1.7. Members. The name and address of each of the Members of this Company are as set forth on Exhibit "A" attached hereto and incorporated herein by this reference:

1.8. Agent for Service of Process. The name and address of the agent for service of process for the Company is Austin D. Potenza II, with offices at 201 North Central Avenue, 22nd Floor, Phoenix, Arizona 85004, or such other person as the Members shall appoint from time to time.

1.9. Definitions. Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Act" shall mean the Arizona Limited Liability Company Act.

(b) "Additional Capital Contributions" shall mean, with respect to any Member, the Capital Contributions made or required to be made by that Member pursuant to Section 2.2 of this Agreement.

(c) "Additional Member" shall mean any Person who is admitted to the Company as an Additional Member pursuant to Article VIII of this Operating Agreement.

(d) "Agreement" or "Operating Agreement" shall mean this written Operating Agreement. No other document or oral agreement among the Members shall be treated as part of or superseding this Agreement unless it is reduced to writing and has been signed by all of the Members.

(e) "Capital Account" shall mean the account established and maintained for each Member in accordance with this Agreement and applicable Treasury Regulations.

(f) "Capital Contribution" shall mean, with respect to any Member, any contribution to the capital of the Company in cash, property or services by a Member whenever made.

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) "Company" shall refer to JORVE MACMILLAN VINEYARDS, L.L.C.

(i) "Distributable Cash" means all cash, revenues and funds received from Company operations, less the sum of the following to the extent paid or set aside by the Members:

(i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders;

(ii) the Management Fee set forth in Section 3.2 of this Agreement.

(iii) all cash expenditures incurred incident to the normal operation of the Company's business; and

(iv) such cash Reserves as the Members deem reasonably necessary to the proper operation of the Company's business.

(j) "Fiscal Year" means the Company's fiscal year, which shall be the calendar year.

(k) "Initial Capital Contribution" shall mean, with respect to any Member, the initial contributions to the capital of this Company made pursuant to Section 2.1 of this Agreement.

(l) "Interest" shall mean the interest of a Member in the Company as a Member representing such Member's rights, powers and privileges.

(m) "Losses" shall mean, for each Fiscal Year, the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year under the cash method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company's information tax return filed for federal income tax purposes, plus any expenditures described in Section 705(a)(2)(B) of the Code.

(n) "Management Fee" shall mean the fee paid to the Managing Member or Members as determined in accordance with Section 3.2 of this Agreement.

(o) "Managing Member or Members" shall mean the Member or Members that may be elected annually to manage the day-to-day business and affairs of the Company, in accordance with Section 3.1 of this Agreement. The initial Managing Member shall be Mark Jorve.

(p) "Major Decisions" shall mean those decisions set forth in Section 4.3 of this Agreement.

(q) "Member" shall mean any Person who executes a counterpart of this Operating Agreement as an Original Member and each Person who may hereafter become an Additional or Substituted Member in accordance with the terms of this Agreement.

(r) "Member Vote" shall mean the affirmative vote or written consent of Members then qualified to vote and holding one hundred percent (100%) of the then outstanding Percentage Interests.

(s) "Organization Expenses" shall mean those expenses incurred in connection with the formation and organization of the Company.

(t) "Original Members" shall mean Mark Jorve and Rhona MacMillan.

(u) "Percentage Interest" shall be the percentage Interest of a Member in and to the Company as set forth in Section 6.1 hereof.

(v) "Person" shall mean any individual and any legal entity, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(w) "Profits" shall mean, for each Fiscal Year, the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year under the cash method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company's information tax return filed for federal income tax purposes, plus any income described in Section 705(a)(1)(B) of the Code.

(x) "Reserves" means, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Managing members for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(y) "Tax Matters Member" shall mean Mark Jorve, or any other person that may become the "tax matter partner" pursuant to this Agreement and Section 6221 of the Code.

(z) "Treasury Regulations" shall mean the Regulations issued by the Treasury under the Code.

(aa) "Withdrawal Event" shall mean those events and circumstances listed in Act Section 29-733, but specifically excluding the events described in subsections 4 and 5 of Act Section 29-733.

ARTICLE II.

CAPITALIZATION OF THE COMPANY

2.1. Initial Capital Contributions. The Members have made, or shall collectively make, the contributions of cash and/or property to the Company as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

2.2. Additional Capital Contributions. Each Member hereby agrees, upon a Member Vote, to make Additional Capital Contributions in an amount proportional to the Members' Percentage Interest.

2.3. Non Withdrawal of Capital Contributions. Except upon dissolution and liquidation of the Company or by a Member Vote authorizing a pro rata distribution/withdrawal to or by all the Members, no Member shall have the right to withdraw his or her Capital Contributions.

2.4. No Return of Capital Contributions. Except upon dissolution and liquidation of the Company as set forth in this Agreement, there is no agreement for, nor time set for, return of any Capital Contribution of any Member.

2.5. No Interest on Capital Contributions. No Member shall be entitled to interest of any kind on account of his or her Capital Contributions.

2.6. No Priority. Except as otherwise provided herein, no Member shall have priority over any other Member as to return of Capital Contributions, allocations of income, gain, losses, credits, deductions, or as to distributions.

2.7. Capital Accounts.

(a) Debits and Credits. A separate Capital Account shall be maintained for each Member in accordance with the applicable provisions of the Treasury Regulations:

(i) Each Member's Capital Account shall be credited with such Member's Capital Contributions, such Member's distributive share of Profits allocated to such Member in accordance with the provisions of this Agreement, any items in the nature of income or gain that are specially allocated pursuant to Section 6.4 hereof, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member.

(ii) Each Member's Capital Account shall be debited by the amount of cash distributed to such Member in accordance with this Agreement, the gross asset value of any other Company property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses allocated to such Member in accordance with this Agreement, any items in the nature of expenses or losses that are specially allocated pursuant to Section 6.4, and the amount of any liabilities of such Member that are assumed by this Company or that are secured by any property contributed by such Member to the Company.

(iii) In the event any interest in this Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iv) In the event the gross asset values of the Company assets are adjusted pursuant to this Agreement, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment, as if this Company had recognized gain or loss equal to the amount of such aggregate net adjustment and the resulting gain or loss had been allocated among the Members in accordance with this Agreement.

(b) Interpretation and Changes. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the Code and applicable Treasury Regulations and shall be interpreted and applied in a manner consistent therewith. In the event the Tax Matters Member shall determine, after consultation with the Company's attorneys or accountants, that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto are allocated or computed, in order to comply with such applicable federal law, the Tax Matters Member shall make such modification, provided the Tax Matters Member determines in good faith that such modification is not likely to have a material adverse effect on the amounts properly distributable to any Member upon the termination of this Company and that such modification will not increase the liability of any Member to third parties.

ARTICLE III.

MANAGEMENT OF COMPANY

3.1. Management. The day-to-day business and affairs of the Company shall be managed by the Members; provided, however, that the Members may delegate specific day-to-day management responsibilities to one or more Members (sometimes referred to herein as the "Managing Member" or "Managing Members") elected at any meeting of the Members by a Member Vote.

3.2. Compensation. The Members, by Member Vote, shall set salaries or other compensation, if any, for services rendered or to be rendered to the Company by the Managing Member or Members, any Member of the Company or other employees of the Company.

3.3. Reimbursable Expenditures. The Members shall be entitled to payment of, or reimbursement for, all reasonable bona fide business expenses incurred in connection with the Company business, upon presentation of satisfactory documentation as to time, place, amount, nature and business purpose of such business expense.

3.4. Time Devoted to Company. Each Member shall devote such time to the Company as he or she in good faith reasonably may deem necessary to carry out the Company's business. Notwithstanding such requirement, no Member shall be obligated to devote full-time service to the Company.

3.5. Other Business Activities; Disclosure; Waiver. The Members hereby agree that the creation of the Company and the assumption by each of the Members of their duties hereunder shall be without prejudice to their rights to have other interests and activities and to receive and enjoy profits or compensation therefrom, and each Member waives any rights it might otherwise have to share or participate in such other interests or activities of the other Members or its affiliates. Each Member may engage in or possess any interest in any other business venture of any nature or description independently or with others, and neither the Company nor the other Members shall have any right by virtue of this Agreement in and to such venture or the income or profits derived therefrom.

3.6. Bank Accounts. The Members shall open and thereafter maintain one or more separate bank accounts in the name of the Company, in which shall be deposited all of the funds of the Company. The Members shall determine who shall have the authority to withdraw funds from such bank accounts. All funds of the Company shall be deposited in financial institutions with deposit insurance provided by an agency of the United States of America, and as much as possible no more than One Hundred Thousand Dollars ($100,000.00) shall remain in any single account in order to take advantage of the complete Federal insurance available. No other funds shall be deposited with or commingled in any such account. The funds in the Company bank accounts shall be used solely for the business of the Company and not for any other purpose whatsoever.

ARTICLE IV.

RIGHTS AND OBLIGATIONS OF MEMBERS

4.1. Limitation of Liability. Each Member's liability for the debts and obligations of the Company shall be limited as set forth in Act Section 29-651 and other applicable law.

4.2. List of Members. Upon written request of any Member, the Tax Matters Member shall provide a list showing the names, last known addressees and interests of all Members of the Company.

4.3. Major Decisions. In addition to such voting rights as are expressly granted to the Members elsewhere in this Agreement, the Members shall have the right, by Member Vote, to approve or reject the following Major Decisions:

(a) The sale of all or substantially all of the assets of the Company;

(b) The merger or consolidation of the Company with or into any other entity;

(c) The dissolution of the Company;

(d) Amendment of the Articles of Organization of the Company or this Operating Agreement; and

(e) The admission of a new Member, in accordance with Article VIII of this Agreement.

4.4. Company Books. The Tax Matters Member shall maintain and preserve at the Company's registered office, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents, including, without limitation, a copy of the Articles of Organization initially filed with the Arizona Corporation Commission, copies of this Agreement, together with any supplements, modifications or amendments hereto, any prior operating agreements no longer in effect, written agreements by a member to make a capital contribution to the Company, copies of the Company's federal, state and local income tax returns and reports and copies of all financial statements. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at such Member's expense.

4.5. Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or distributions; provided that this Section shall not apply to loans (as distinguished from capital contributions) which a Member has made to the Company.

ARTICLE V.

MEETINGS AND ELECTIONS

5.1. Annual Meeting. An annual meeting of the Members shall be held on the second Tuesday in December or at such other time as shall be determined by Member Vote, commencing with the year 2009. At that meeting, the Members entitled to vote shall set the number of, and elect, the Managing Members for the ensuing year and transact such other business as may properly come before the meeting.

5.2. Special Meetings. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member.

5.3. Place of Meetings. The Members may designate any place, either within or outside the State of Arizona, as the place of meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be held at the principal place of business of the Company.

5.4. Notice of Meetings. Except as provided in Section 5.5, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than three nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Managing Member or Member calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at his or her address as it appears on the books of the Company, with postage thereon prepaid. If transmitted by way of facsimile, such notice shall be deemed to be delivered on the date of such facsimile transmission to the fax number, if any, for the respective Member which has been supplied by such Member to the Company and identified as such Member's facsimile number.

5.5. Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Arizona, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

5.6. Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

5.7. Quorum. A majority of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Members so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at a meeting.

5.8. Manner of Acting. If a quorum is present, the Member Vote shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Articles of Organization, or by this Operating Agreement.

5.9. Proxies. At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member whose proxy is granted, and specifying the date granted, the person to whom granted, and the specific matters as to which its holder is authorized to vote. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

5.10. Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the appropriate number of Members required to vote and delivered to the Tax Matters Member for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when that percentage or number of Members required or authorized to take or approve the action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

5.11. Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VI.

PROFITS, LOSSES; DISTRIBUTIONS

6.1. Percentage Interests. The Percentage Interests of the Members are as set forth on Exhibit "A".

6.2. Profits and Losses. Subject to Section 6.4, each Member shall share in the Profits and Losses of the Company in proportion to their respective Percentage Interests.

6.3. Distributions. Except as may otherwise be provided in Section 8.3, all distributions of cash or other property shall be made to the Members in proportion to their respective Percentage Interests on the record date of such distribution. Except as may otherwise be provided in Section 8.3 all distributions shall be made at such time as is determined by Member Vote. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 6.3.

6.4. Special Allocations.

(a) Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4) (regarding depletion deductions), 1.704-1(b)(2)(ii)(d)(5) (regarding certain mandatory allocations under Treasury Regulations regarding family partnerships, the so-called varying interest rules, or certain in-kind distributions), or 1.704-1(b)(2)(ii)(d)(6) (regarding certain distributions, to the extent they exceed certain offsetting increases in a Member's Capital Account), items of Company income and gain shall be specially allocated to such Members in an amount and a manner sufficient to eliminate, as quickly as possible, the deficit balances in the Member's Capital Account created by such adjustments, allocations or distributions. Any special allocations of items of income or gain pursuant to this subsection (a) shall be taken into account in computing subsequent allocations of Profits pursuant to this Article VI, so that the net amount of any items so allocated and the Profits, Losses or other items allocated to each Member pursuant to this Article VI shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to this Article VI as if such unexpected adjustments, allocations or distributions had not occurred.

(b) Section 704(c) Allocations. In accordance with Section 704(c) of the Code and the applicable Treasury Regulations issued thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company, shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial gross asset value. In the event the gross asset value of any Company property is adjusted pursuant to this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its gross asset value in the same manner as under Section 704(c) of the Code and the Treasury Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Tax Matters Member in any manner that reasonably reflects the purpose of this Agreement. Allocations made pursuant to this subsection (b) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

(c) Other Allocations. The Tax Matters Member shall make such other special allocations as are required in order to comply with any mandatory provision of the applicable Treasury Regulations or to reflect a Member's economic interest in this Company determined with reference to such Member's right to receive distributions from this Company and such Member's obligation to pay its expenses and liabilities.

(d) Acknowledgment. The Members are aware of the income tax consequences of the allocations made by this Article VI and hereby agree to be bound by the provisions of this Article VI in reporting their share of Company income and loss for income tax purposes.

6.5. Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to members on account of their contributions.

6.6. Accounting Method. The books and records of account of the Company shall be maintained in accordance with the cash method of accounting, or such other method as the Managing Member may elect.

6.7. Interest On and Return of Capital Contributions. No Member shall be entitled to interest on the Member's Capital Contribution or to the return of the Member's Capital Contribution, except as otherwise specifically provided for herein.

6.8. Loans to Company. Nothing in the Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company; provided, however that any such loan must be approved in advance by Member Vote.

6.9. Accounting Period. The Company's accounting period shall be the calendar year, or such other period as the Managing Member may elect.

6.10. Records, Audits and Reports. At the expense of the Company, the Tax Matters Member shall maintain records and accounts of all operations and expenditures of the

Company. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known business, residence or mailing address of each Member, both past and present;

(b) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Operating Agreement and all amendments thereto, copies of any prior written operating agreement no longer in effect, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the three most recent years;

(e) Minutes of every annual, special and court-ordered meeting; and

(f) Any written consents obtained from Members for action taken by Members without a meeting.

6.11. Returns and Other Elections. The Tax Matters Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year. All elections permitted to be made by the Company under federal or state laws shall be made by the Managing Member in his sole discretion.

ARTICLE VII.

ADDITIONAL MEMBERS

After the formation of the Company, any Person acceptable to all the Members may become a Member of this Company for such consideration as the Member shall determine by Member Vote. No transferee, assignee or successor in interest of an Interest of a Member shall become a Member of the Company without the written consent approval of all of the Members. No new Members shall be entitled to any retroactive allocation of Losses, Profits or distributions. The Tax Matters Member may, at the time an additional Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of Loss and Profits to the new Member for that portion of the Company's tax year in which the new Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE VIII.

DISSOLUTION AND TERMINATION

8.1. Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the unanimous written agreement of all Members;

(ii) upon the entry of a decree of dissolution under A.R.S. Section 29-785; or

(iii) upon any other Withdrawal Event, unless the business of the Company is continued by the specific consent of all the remaining Members given within 90 days after such event and there are at least two remaining Members. Each of the Members hereby agrees that within the 60 days after the occurrence of a Withdrawal Event (and provided that there are at least two remaining Members of the Company), that they will consent, in writing, to continue the business of the Company.

(b) As soon as possible following the occurrence of any Withdrawal Event, if the Company is not continued, a representative of the Company shall execute and file a Notice of Winding Up with the Arizona Corporation Commission.

8.2. Effect of Filing of Dissolving Statement. Upon the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until Articles of Termination have been filed with the Arizona Corporation Commission or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

8.3. Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Members shall (1) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members may determine to distribute any assets to the Members in kind), (2) allocate any profit or loss resulting from such sales to the Members' Capital Accounts in accordance with Article VI hereof, (3) discharge all liabilities of the Company (other than liabilities to Members), including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (4) establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company), (5) discharge any liabilities of the Company to the Members other than on account of their interests in Company capital or profits, and (6) distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members shall be adjusted pursuant to the provisions of Article VI of this Agreement to reflect such deemed sale.

(ii) The positive balance of each Member's Capital Account as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs, shall be distributed to the Members, either in cash or in kind, as determined by Member Vote, with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members in respect to their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a negative deficit Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

8.4. Articles of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, Articles of Termination shall be executed and filed with the Arizona Corporation Commission.

8.5. Return of Contribution Non-recourse to Other Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his or her Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE IX.

MISCELLANEOUS PROVISIONS

9.1. Notices. Any notice, demand or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

9.2. Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Tax Matters Member in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 6.10. The books and records shall at all times be maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination of the Member of their duly authorized representatives during reasonable business hours.

9.3. Application of Arizona Law. This Operating Agreement and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona.

9.4. Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that he or she may have to maintain any action for partition with respect to the property of the Company.

9.5. Amendments. This Agreement may not be amended except by the unanimous written agreement of all of the Members.

9.6. Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments to comply with any laws, rules or regulations.

9.7. Construction. This Agreement is the result of negotiations between the parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement shall be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

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Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof", "herein", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to "Sections" herein shall refer to the sections and paragraphs of this Agreement unless specifically stated otherwise. The section and other headings contained in this Agreement are inserted for convenience of reference only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation of this Agreement.

9.8. Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

9.9. Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

9.10. Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

9.11. Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

9.12. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signatures on such signature page.

DATED this 23 day of August, 2009.

MEMBERS:

Mark Jorve

Rhona MacMillan

COCHISE COUNTY BOARD OF SUPERVISORS

For internal use only:

___ Restaurant/Hotel-Motel
___ Club/Government
___ Transfer of Premises

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Mark Anders Jorve	Address:	6777 S Zarpara Lane
Business Name:	Zarpara Vineyard	City/Zip:	Willcox/85643
Liquor License #:	13023026	Parcel #:	305-32-019R
Ownership Type:	LLC	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	Jorve MacMillan Vineyards, LLC		

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval	Disapproval
	☒	☐

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	RU-4
Use permitted by P&Z?	Y ☒ N ☐	Permit#:	115017
Date Permit Issued:	April 13, 2011	Use Permitted:	winery w/tasting room
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	n/a

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Flores	Title:	Permit and Customer Servie Coordinator
Signature:	Dora V Flores	Date:	September 19, 2011
Contact phone:	(520) 432-9240	Email:	dflores@cochise.az.gov

Return completed form with any attachments by: 9/23/11

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Mark Anders Jorve	Address:	6777 S Zarpara Lane
Business Name:	Zarpara Vineyard	City/Zip:	Willcox/85643
Liquor License #:	13023026	Parcel #:	305-32-019R
Ownership Type:	LLC	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	Jorve MacMillan Vineyards, LLC		

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. The applicant, or any named partner(s), has had a felony conviction within five (5) years prior to the application or;
2. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments:

NO RECORD

	Approval	Disapproval
Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	☑	☐

Name: Veronica Daniel
Title: Civil Secretary
Signature: Veronica Daniel
Date: 09/16/11
Contact phone:
Email:

Return completed form with any attachments by: 9/23/11

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Mark Anders Jorve	Address:	6777 S Zarpara Lane
Business Name:	Zarpara Vineyard	City/Zip:	Willcox/85643
Liquor License #:	13023026	Parcel #:	305-32-019R
Ownership Type:	LLC	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	Jorve MacMillan Vineyards, LLC		

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

☒ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Taxes have been Paid in Full for the 2010 tax year by: Mark Jorve

Name:	P.J. Green	Title:	Tax Specialists
Signature:		Date:	09/16/11
Contact phone:	432-8406	Email:	

Return completed form with any attachments by: 9/23/11

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Mark Anders Jorve	Address:	6777 S Zarpara Lane
Business Name:	Zarpara Vineyard	City/Zip:	Willcox/85643
Liquor License #:	13023026	Parcel #:	305-32-019R
Ownership Type:	LLC	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	Jorve MacMillan Vineyards, LLC		

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

Cochise County Environmental Health Division has no objections to the issuing of Liquor License #13023026 to the applicant Mark Anders Jorve.

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

☐ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name:	Michael McGee	Title:	Director
Signature:	Michael McGee	Date:	September 16, 2011
Contact phone:	(520) 432-9444 or (520) 586-8206	Email:	mmcgee@cochise.az.gov

Return completed form with any attachments by: 09/16/2011

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 9/6/2011 Date of Posting Removal: 9/28/2011

Applicant Name: Jorve (Last) Mark (First) Anders (Middle)

Business Address: 6777 S Zarpara Lane (Street) Willcox (City) 85643 (Zip)

License #: 13023026

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.

Forest DAVid Estelle (Print Name of City/County Official) Building inspector (Title) 432 9240 (Telephone #)

Forest David Estelle (Signature) 9/28/11 (Date Signed)

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

Lic0119 4/2009

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: September 6, 2011

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Cochise County Board of Supervisors

PLACE 1415 Melody Ln, Bldg G, Bisbee **DATE/TIME** October 11, 2011 @ 10:00 a.m.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9200

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: STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

Action 11.

Regular Board of Supervisors Meeting **Health**

Date: 10/11/2011

Approval of Department re-structure and name change to Cochise Health and Social Services.

Submitted By: Mary Gomez, Cochise Aging & Social Services

Department: Cochise Aging & Social Services

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Mary Gomez	**TITLE of PRESENTER:**	Health Director
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Agenda Item Text:

Approve the consolidation of Cochise Aging and Social Services department with the Health Department; new department will be named Cochise Health and Social Services.

Background:

With the loss of the ALTCS contract effective 10/1/11, Cochise Health Systems, a division of Cochise Aging and Social Services (CASS), will be reduced to a staff of four employees until 12/31/11, then to two employees until 6/30/12, and then dissolved. The other departments in CASS are the Public Fiduciary and the Area Agency on Aging Case Management. This proposal is to bring those remaining CASS departments and functions under the umbrella of the Health Department under one Director and to change the name of the department to include all of these functions/divisions.

Department's Next Steps (if approved):

Finalize revised organizational charts and distribute.

Impact of NOT Approving/Alternatives:

Alternatives: could leave CASS and Health as separate departments and/or organize CASS under a different department director. This alternative does not appear to be the most practical since the current CASS Director is familiar with those divisions and staff therein. In addition, the missions of CASS and Health are very similar and easily integrated into one department.

To BOS Staff: Document Disposition/Follow-Up:

None.

Action 12.

Regular Board of Supervisors Meeting **Community Development**

Date: 10/11/2011

Authorize acquisition of Salcido Ranch Road and Claras Way in the Benson area and amend the Cochise County Maintained Road System Maps to accurately r

Submitted By: Terry Couchenour, Community Development

Department: Community Development **Division:** Right of Way

Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Carlos De La Torre	**TITLE of PRESENTER:**	Director, Community Development
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ARS 11-251(4); 11-251(29)

Docket Number (If applicable):

Agenda Item Text:

Adopt Resolution 11-47, authorizing the acquisition of Salcido Ranch Road and Claras Way across State Trust Lands in the Benson area and authorize an amendment to the Cochise County Maintained Road System Maps to accurately reflect the alignment of Claras Way.

Background:

Salcido Ranch Road together with Claras Way run northwest from Mescal Road into Pima County. Salcido Ranch Road appears on Highway department road maps dated 1951 and the current alignment of what is known as Claras Way has been maintained by the County since 1983. In the relatively recent past, property associated with the Cumaro Valley Road Improvement Association (CVRIA) within Pima County was developed, which utilizes these two roads as their primary access. The roads lie entirely within State Trust lands and while portions were open for public use since 1950, a right-of-way across the Arizona State Land Department (ASLD) was not perfected.

ASLD has since cited the CVRIA with trespass which prompted the CVRIA to initiate acquiring a right-of-way. During this process ASLD has recommended that the CVRIA contact both Pima and Cochise County to see if they would accept the right-of-way in the public's name. ASLD informed this department that their purpose behind this request is that it provides greater benefit to legitimize the use of the road for the general public as opposed to only one entity being CVRIA. Pima County has decided not to partner with CVRIA due to the fact that the roads within Pima County are not a part of their maintenance system and they do not foresee adding the roads within the near future. Cochise County's situation is different in that we currently maintain both roads up to the County boundary.

At any time CVRIA can file an application on their own behalf, however they are willing to work with the County. The added cost of this partnership would be an additional application processing fee of $500. The reason for this addition is because there will now be two applications to be filed by two separate lease holders, one application by CVRIA for the roads within Pima County and one application by Cochise County. Due to the fact that this fee is added due to partnering with the County, staff recommends that the County contribute this cost out of the Right-of-way Miscellaneous Fund. The remaining costs associated with the acquisition, including survey, archaeological reports, appraisal, acquisition, etc., will be paid by CVRIA. CVRIA has already expended funds and obtained the survey for a 30' wide road alignment and archaeological report.

Regarding the revision to the maintenance maps for Claras Way, the road first appears per a 1975 version of the department's "County Functional and Maintained Road System" maps. Since 1975 the road alignment has been known as Salcido Ranch Road, Bell Road, and eventually Claras Way. The 1975 alignment was approximately 0.8 miles south of what is currently signed and known as Claras Way. In 1983 it appears that maintenance activities ceased for the 1975 alignment and began on the current alignment. In 1989 the Board adopted the Maintained Road System Maps per Resolution 89-107 and it is believed that the 1989 maps utilized the 1975 version to depict this remote road location. However the 1975 alignment is overgrown and appears to no longer be utilized. Further in 2005, when the road name was again changed, the alignment 0.8 miles to the north of the 1975 alignment was signed as Claras Way. Regarding continued maintenance of the current alignment, recently ARS 28-6705 was amended to allow maintenance of roads opened after June 13, 1975, accepted for maintenance before June 13, 1985 and not constructed to standards. This change became effective October 1, 2011 and provides a method to continue primitive maintenance for this 1983 alignment.

In as much as partnering with CVRIA to perfect 7.9 acres or 2.2 miles of currently maintained right-of-way and correcting the maintenance maps benefits both the area residents and public at large, this department recommends adoption of the accompanying resolution to amend the Cochise County Maintained Road System Maps and submit an application to ASLD for $500 to acquire the right-of-way utilizing CVRIA funds.

Department's Next Steps (if approved):

If approved, staff will coordinate with CVRIA to receive the archeological report and survey. Staff will submit an application to ASLD and acquire a perpetual right-of-way lease.

Impact of NOT Approving/Alternatives:

Should the item not be approved, CVRIA will submit an application on their behalf and the right-of-way lease acquired will be assigned to CVRIA as opposed to the public at large. Further the Cochise County Maintained Road System Maps will need to be addressed regarding the maintenance of Claras Way.

To BOS Staff: Document Disposition/Follow-Up:

Please sign and mail the letter together with recorded copy of resolution. Please forward a copy of the recorded resolution and the letter to Highway Right-of-way division.

Fiscal Impact

Fiscal Year:	11/12
One-time Fixed Costs? ($$$):	$500
Ongoing Costs? ($$$):	n/a
County Match Required? ($$$):	n/a
A-87 Overhead Amt? (Co. Cost Allocation $$$):	n/a
Source of Funding?:	Right-of-way Miscellaneous Fun

Fiscal Impact & Funding Sources (if known):

If approved, staff will utilize $500 of the Right-of-way Miscellaneous fund towards the application processing fee. The remaining costs of acquisition will be paid for by private CVRIA funds.

Attachments

Executive Summary

Executive Summary Map

Location Map

Resolution & Letter (Exhibit B)
462_PowerPointSalcidoRanchRoad_PPT_pdf

COCHISE COUNTY

HIGHWAY AND FLOODPLAIN DEPARTMENT MEMORANDUM

MAKING IT BETTER

Your County Questions answered:
www.cochise.az.gov

DATE: September 29, 2011

TO: Board of Supervisors

THRU: Carlos De La Torre, Director

FROM: Terry Couchenour, Right-of-way Agent II

SUBJECT: **Authorize acquisition of Salcido Ranch Road and Claras Way and amend the Cochise County Maintained Road System Maps to accurately reflect the current alignment of Claras Way.**

Recommendation: This department recommends adoption of the accompanying resolution authorizing the acquisition of Salcido Ranch Road and Claras Way, across State Trust lands, utilizing funds provided by the Cumaro Valley Road Improvement Association and amending the Cochise County Maintained Road System Maps to accurately reflect the current alignment of Claras Way.

Background (Brief): Salcido Ranch Road together with Claras Way run northwest from Mescal Road into Pima County. Salcido Ranch Road appears on Highway department road maps dated 1951 and the current alignment of what is known as Claras Way has been maintained by the County since 1983. In the relatively recent past, property associated with the Cumaro Valley Road Improvement Association (CVRIA) within Pima County was developed, which utilizes these two roads as their primary access. The roads lie entirely within State Trust lands and while portions were open for public use since 1950, a right-of-way across the Arizona State Land Department (ASLD) was not perfected.

ASLD has since cited the CVRIA with trespass which prompted the CVRIA to initiate acquiring a right-of-way. During this process ASLD has recommended that the CVRIA contact both Pima and Cochise County to see if they would accept the right-of-way in the public's name. ASLD informed this department that their purpose behind this request is that it provides greater benefit to legitimize the use of the road for the general public as opposed to only one entity being CVRIA. Pima County has decided not to partner with CVRIA due to the fact that the roads within Pima County are not a part of their maintenance system and they do not foresee adding the roads within the near future. Cochise County's situation is different in that we currently maintain both roads up to the County boundary.

At any time CVRIA can file an application on their own behalf, however they are willing to work with the County. The added cost of this partnership would be an additional application processing fee of $500. The reason for this addition is because there will now be two applications to be filed by two separate lease holders, one application by CVRIA for the roads within Pima County and one application by Cochise County. Due to the fact that this fee is added due to partnering with the County, staff recommends that the County contribute this cost out of the Right-of-way Miscellaneous Fund. The remaining costs associated with the acquisition, including survey, archaeological reports, appraisal, acquisition, etc., will be paid by CVRIA. CVRIA has already expended funds and obtained the survey for a 30' wide road alignment and archaeological report.

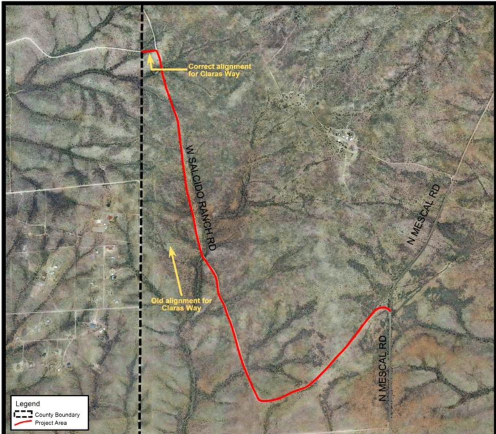
Regarding the revision to the maintenance maps for Claras Way, the road first appears per a 1975 version of the department's "County Functional and Maintained Road System" maps. Since 1975 the road alignment has been known as Salcido Ranch Road, Bell Road, and eventually Claras Way. The 1975 alignment was approximately 0.8 miles south of what is currently signed and known as Claras Way. In 1983 it appears that maintenance activities ceased for the 1975 alignment and began on the current alignment. In 1989 the Board adopted the Maintained Road System Maps per Resolution 89-107 and it is believed that the 1989 maps utilized the 1975 version to depict this remote road location. However the 1975 alignment is overgrown and appears to no longer be utilized. Further in 2005, when the road name was again changed, the alignment 0.8 miles to the north of the 1975 alignment was signed as Claras Way. Regarding continued maintenance of the current alignment, recently ARS 28-6705 was amended to allow maintenance of roads opened after June 13, 1975, accepted for maintenance before June 13, 1985 and not constructed to standards. This change became effective October 1, 2011 and provides a method to continue primitive maintenance for this 1983 alignment.

In as much as partnering with CVRIA to perfect 7.9 acres or 2.2 miles of currently maintained right-of-way and correcting the maintenance maps benefits both the area residents and public at large, this department recommends adoption of the accompanying resolution to amend the Cochise County Maintained Road System Maps and submit an application to ASLD for $500 to acquire the right-of-way utilizing CVRIA funds.

Fiscal Impact & Funding Sources: If approved, staff will utilize $500 of the Right-of-way Miscellaneous fund towards the application processing fee. The remaining costs of acquisition will be paid for by private CVRIA funds.

Next Steps/Action Items/Follow-up: If approved, staff will coordinate with CVRIA to receive the archeological report and survey. Staff will submit an application to ASLD and acquire a perpetual right-of-way lease.

Impact of Not Approving: Should the item not be approved, CVRIA will submit an application on their behalf and the right-of-way lease acquired will be assigned to CVRIA as opposed to the public at large. Further the Cochise County Maintained Road System Maps will need to be addressed regarding the maintenance of Claras Way.



COUNTY OF COCHISE ARIZONA 1881

Map for Executive Summary

Proposed acquisition of Salcido Ranch Road and Claras Way

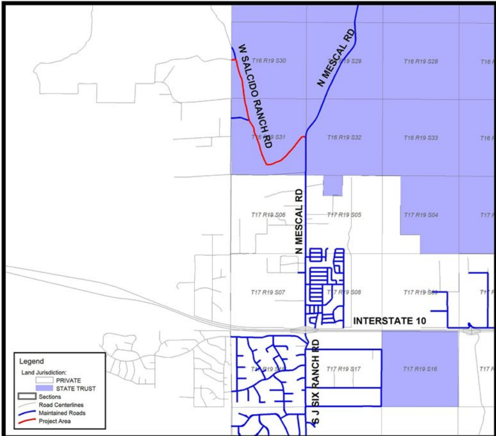
Located within Sections 30 & 31 Township 16 South Range 19 East G.&S.R.M.

This map is a product of the GIS

0' 1" = 1200'

tcouchenour: 2011-09-29 16:03:44

This document is a graphic representation only of best available sources assumes no responsibility for any errors



COUNTY OF COCHISE 1881 ARIZONA

LOCATION MAP

Proposed acquisition of Salcido Ranch Road and Claras Way

Located within Sections 30 & 31 Township 16 South Range 19 East G.&S.R.M.

This map is a product of the GIS

0' 1" = 4000'

tcouchenour, 2011-09-29 15:47:38

This document is a graphic representation only of best available sources. assumes no responsibility for any errors.

RESOLUTION 11-__

AUTHORIZING THE ACQUISITION OF PUBLIC RIGHTS-OF-WAY FOR SALCIDO RANCH ROAD AND CLARAS WAY AND AUTHORIZING AMENDMENTS TO THE COCHISE COUNTY MAINTAINED ROAD SYSTEM MAPS FOR CLARAS WAY IN THE MESCAL AREA

WHEREAS, the Board of Supervisors of Cochise County, Arizona, is authorized to enter into agreements to acquire public rights-of-way, pursuant to A.R.S. § 11-251(29), and is authorized to lay out, maintain, control and manage public roads under its jurisdiction pursuant to A.R.S. § 11-251(4); and

WHEREAS, pursuant to A.R.S. § 28-7041.C, Cochise County maintains a historical alignment of Salcido Ranch Road, Maintenance Identification (MID) Number 260, and pursuant to A.R.S. § 28-6705.B, Cochise County maintains a historical alignment of Claras Way, MID Number 853; and

WHEREAS, Salcido Ranch Road and Claras Way have been maintained by the County for many years without recorded public rights-of-way across State Trust Lands; and

WHEREAS, the Cumaro Valley Road Improvement Association (CVRIA) desires to partner with Cochise County to acquire perpetual public rights-of-way across State Trust Lands, as identified on Exhibit A and Exhibit B, whereby Cochise County submits the application to the Arizona State Trust Land Department utilizing CVRIA funds; and

WHEREAS, on November 13, 1989, the Board approved the official Cochise County Maintained Road System Maps by Resolution 89-107, which identified the County maintained alignment of Claras Way, formerly known as Salcido Ranch Road, on page 4; and

WHEREAS, the alignment for Claras Way is incorrectly depicted approximately 0.8 miles south of the currently maintained alignment; and

WHEREAS, it having been determined that it is in the best interest of Cochise County and the public to pursue said agreement to acquire said rights-of-way and correct the Cochise County Maintained Road System Maps alignment for Claras Way,

NOW, THEREFORE, IT IS RESOLVED that we, the Cochise County Board of Supervisors, having determined that the acquisition of said rights-of-way to be in the public interest, do hereby authorize such actions as may be necessary to acquire the rights-of-way.

IT IS FURTHER RESOLVED that the Chairman of the Board is authorized to sign a letter of understanding to CVRIA, outlining Cochise County's participation in said acquisition, attached hereto as Exhibit C.

IT IS FURTHER RESOLVED that the Director of the Highway and Floodplain Department, or his designee, is authorized to act on behalf of the County to acquire the rights-of-way, and settle any resulting damages through purchase of State Land at the appraised value per the conditions set forth in said letter of understanding.

IT IS FINALLY RESOLVED that the following modification to the Cochise County Maintained Road System Maps be hereby approved:

MAP PAGE 4
Claras Way, MID #853

1. Delete that segment identified as Claras Way, from the County line east to Salcido Ranch Road, within Section 31 of Township 16 South, Range 19 East.
2. Identify Claras Way in its current alignment, from the County line east to Salcido Ranch Road, within Section 30 of Township 16 South, Range 19 East.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of _______________, 2011.

____
Patrick Call, Chairman
Cochise County Board of Supervisors

ATTEST:

____
Katie A. Howard,
Clerk of the Board

APPROVED AS TO FORM:

____
Britt Hanson,
Chief Civil Deputy County Attorney

Exhibit "A"

An easement for ingress and egress purposes, 30 feet in width,
over and upon all that certain real property situate in the County of Cochise,
State of Arizona, located in Section 31, Township 16 South, Range 19 East,
Gila and Salt River Meridian;

THE CENTERLINE THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point on the east line of the southeast quarter of said Section 31, from which said point, the east quarter corner thereof, marked by a ¾-inch open pipe, bears northerly, **N 00° 00' 39" E**, **61.56** feet distant; the sidelines of the easement, Exhibit "A", herein described, are to be lengthened or shortened to coincide with said east line;

Thence from said POINT OF BEGINNING, westerly along the arc of a non-tangent curve to the left, from which the radius point thereof bears **S 56° 03' 25" W**, **200.00** feet distant, through a delta of **102° 18' 25"**, **357.12** feet to a point of tangency;

Thence leaving said curve, southwesterly, **S 43° 45' 00" W**, **101.65** feet to an angle point;

Thence leaving said angle point, southwesterly, **S 37° 50' 04" W**, **979.68** feet to an angle point;

Thence leaving said angle point, southwesterly, **S 43° 58' 33" W**, **284.26** feet to an angle point;

Thence leaving said angle point, southwesterly, **S 39° 10' 30" W**, **265.02** feet to an angle point;

Thence leaving said angle point, southwesterly, **S 46° 20' 54" W**, **408.25** feet to an angle point;

Thence leaving said angle point, southwesterly, **S 53° 25' 27" W**, **112.52** feet to an angle point;

Thence leaving said angle point, southwesterly, **S 67° 04' 47" W**, **113.48** feet to an angle point;

Thence leaving said angle point, southwesterly, **S 73° 40' 00" W**, **127.28** feet to an angle point;

Thence leaving said angle point, southwesterly, **S 65° 10' 40" W**, **395.81** feet to an angle point;

Thence leaving said angle point, southwesterly, **S 76° 47' 42" W**, **171.76** feet to an angle point;

Thence leaving said angle point, southwesterly, **S 86° 58' 11" W**, **141.50** feet to a point of curve;

Thence from said point of curve, westerly along the arc of a tangent curve to the right, having a radius of **125.00** feet, through a delta of **67° 49' 31"**, **147.97** feet to a point of tangency;

Thence leaving said point of tangency, northwesterly, **N 25° 12' 18" W**, **432.51** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 20° 52' 40" W**, **480.28** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 16° 23' 58" W**, **632.46** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 21° 36' 19" W**, **333.21** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 15° 05' 22" W**, **117.90** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 23° 32' 42" W**, **76.61** feet to an angle point;

Exhibit "A"

CONTINUED

Thence leaving said angle point, northwesterly, **N 30° 46' 07" W**, **100.96** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 23° 03' 38" W**, **146.58** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 07° 41' 22" W**, **259.54** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 19° 34' 47" W**, **146.35** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 35° 58' 47" W**, **326.66** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 30° 16' 57" W**, **141.39** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 17° 00' 25" W**, **137.47** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 13° 36' 01" W**, **374.17** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 10° 21' 19" W**, **352.00** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 15° 09' 21" W**, **421.73** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 09° 15' 24" W**, **321.39** feet to the POINT OF TERMINUS of the easement, Exhibit "A", herein described, on the north line of the northwest quarter of said Section 31, from which said point; the northwest corner thereof, marked by a Government Land Office stone, bears westerly, **N 89° 54' 26" W**, **917.00** feet distant; the sidelines of said easement are to be lengthened or shortened to coincide with said north line;

Containing **5.79 ACRES** of land (more or less)

Subject to and together with all matters of public record

Basis of Bearings:
True north by GPS observation, from which a bearing, **S 89° 54' 26" E**, was obtained for the north line of Section 31, Township 16 South, Range 19 East, Gila and Salt River Meridian, as measured from the GLO Stone marking the northwest corner and the GLO stone marking the northeast corner thereof.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26932
ROBIN E.
SETTLEMEYER
DATE SIGNED 5-24-10
ARIZONA U.S.A.

Expires: 3-31-2011

Date: May 24, 2010
Project: 4376 RU-1

Settlemeyer LLC
LAND SURVEYING SERVICES
P.O. Box 12612 - Tucson, AZ 85732
Phone (520) 512-0666
Fax (520) 512-1666
surveys@settlemeyer.tuccoxmail.com

Exhibit "A"

An easement for ingress and egress purposes, 30 feet in width, over and upon all that certain real property situate in the County of Cochise, State of Arizona, located in Section 31, Township 16 South, Range 19 East, Gila & Salt River Meridian;

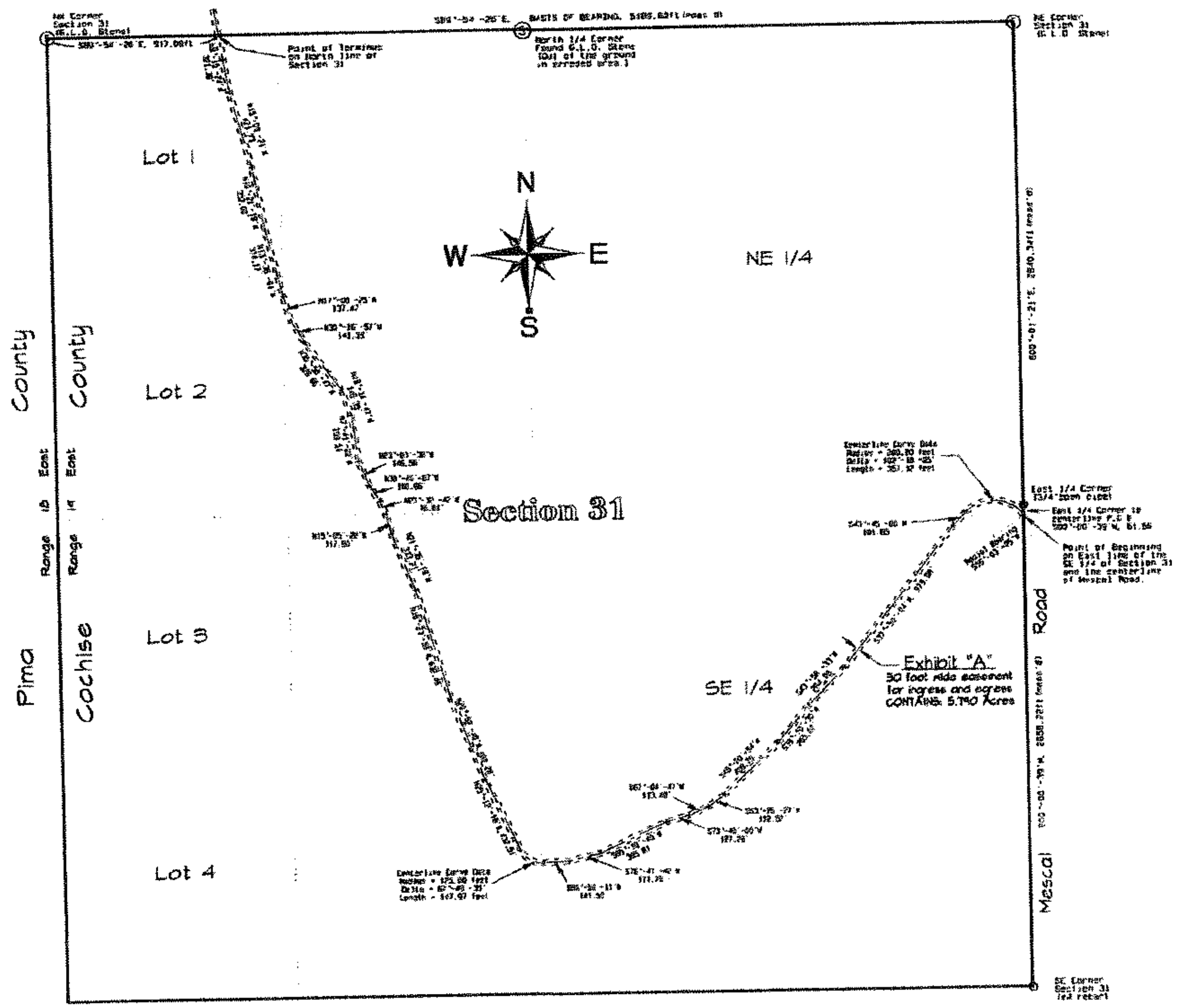


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Exhibit "B"

An easement for ingress and egress purposes, 30 feet in width, over and upon all that certain real property situate in the County of Cochise, State of Arizona, located in Section 30, Township 16 South, Range 19 East, Gila and Salt River Meridian;

THE CENTERLINE THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point on the south line of the southwest quarter of said Section 30, from which said point, the southwest corner thereof, marked by a Government Land Office stone, bears westerly, **N 89° 54' 26" W**, **917.00** feet distant; the sidelines of the easement, Exhibit "B", herein described, are to be lengthened or shortened to coincide with said south line;

Thence from said POINT OF BEGINNING, northwesterly, **N 07° 36' 52" W**, **1151.82** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 12° 46' 48" W**, **109.56** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 18° 40' 10" W**, **160.36** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 20° 28' 55" W**, **366.92** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 16° 52' 43" W**, **423.43** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 12° 25' 39" W**, **128.61** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 08° 54' 17" W**, **201.45** feet to an angle point;

Thence leaving said angle point, northwesterly, **N 16° 21' 55" W**, **146.37** feet to a point of curve;

Thence from said point of curve, westerly along the arc of a tangent curve to the left, having a radius of **75.00** feet, through a delta of **81° 03' 39"**, **106.11** feet to a point of tangency;

Thence leaving said point of tangency, southwesterly, **S 82° 38' 42" W**, **125.74** feet to an angle point;

Thence leaving said angle point, southwesterly, **S 87° 11' 09" W**, **132.59** feet to the west quarter corner of said Section 30, marked by a No.4 rebar with registration tag RLS 10046, said point being the TERMINUS of the easement, Exhibit "B", herein described, the sidelines of said easement are to be lengthened or shortened to coincide with the west line of said Section 30;

Containing **2.106 ACRES** of land (more or less)

Subject to and together with all matters of public record

Basis of Bearings:
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Exhibit "B"

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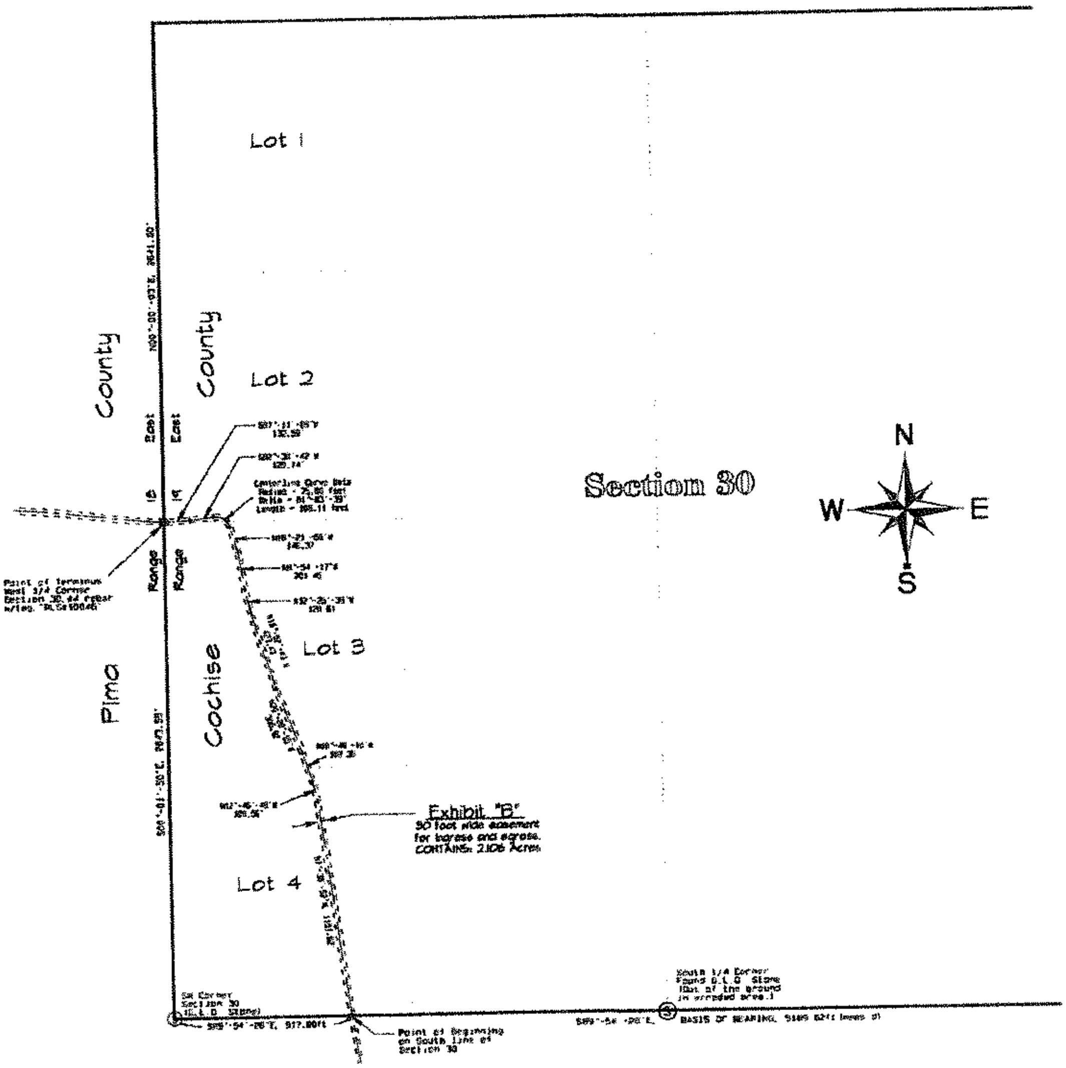

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EXHIBIT C

October 11, 2011

Cumaro Valley Road Improvement Association
P.O. Box 1878
Benson, AZ 85602

Cumaro Valley Road Improvement Association:

You have asked Cochise County to apply to the Arizona State Land Department (the "Department") to acquire rights-of-way for the portion of Salcido Ranch Road and Claras Way identified on the surveyed legal descriptions enclosed with this letter. You will supply to the County the purchase price for said right-of-way. You will also supply to the County the archaeological report and all other information required by the Department to process the application. It is further agreed that if for any reason the Department denies the application, the County will refund the amounts you tendered for the purchase price. Further, you will be responsible for supplying any additional information requested by the Department and any additional money in the event the actual purchase price is higher than has been estimated.

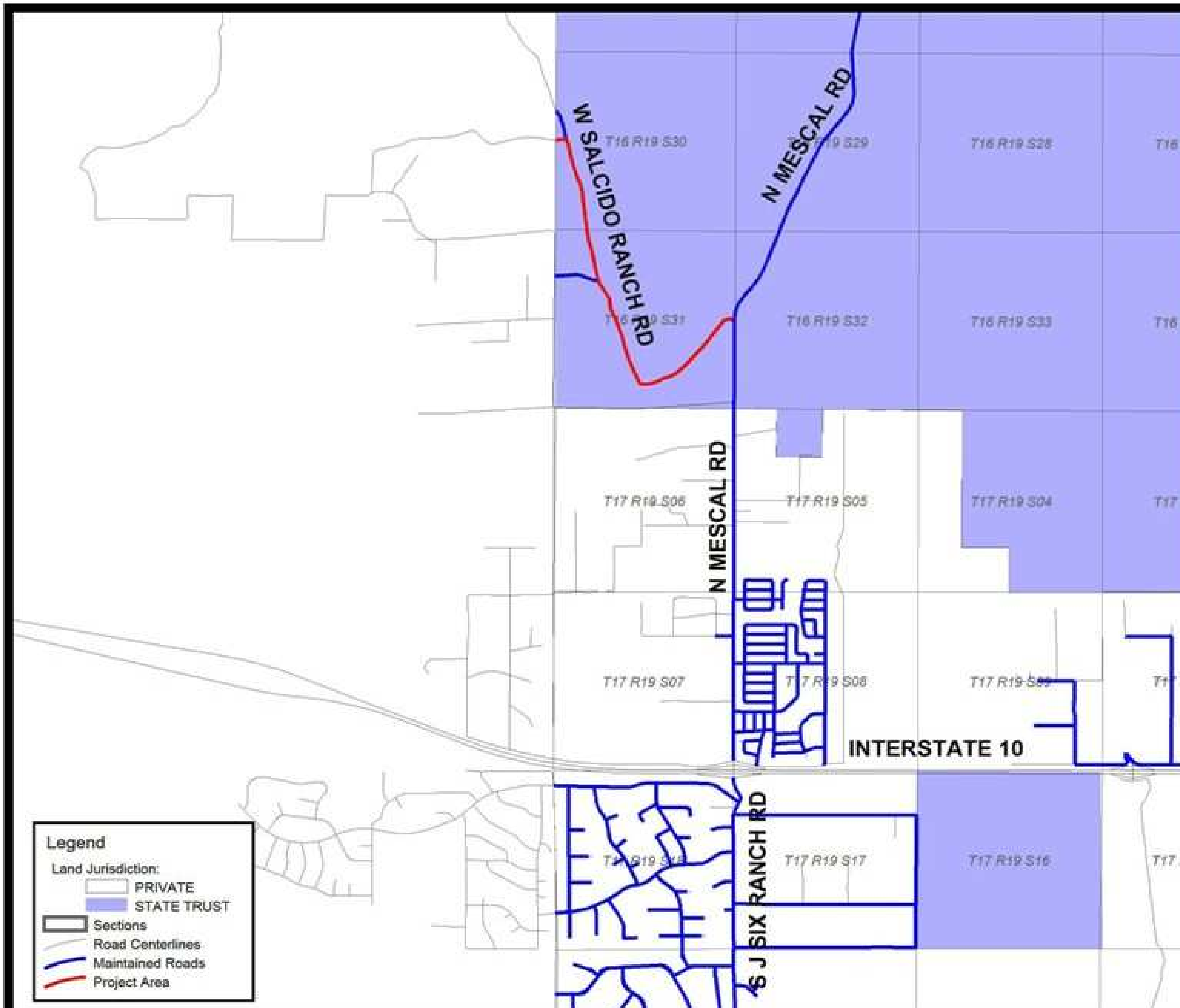
On these understandings, the County agrees to apply to the Department for the rights-of-way, and will do so upon receipt by the County of the funds necessary to cover the estimated purchase price. Right-of-way Agent II Terry Couchenour will continue to assist you in this matter.

Respectfully,

Patrick Call, Chairman
Board of Supervisors

Authorize acquisition for Salcido Ranch Road and Claras Way

October 11, 2011



LOCATION MAP

Proposed acquisition of Salcido Ranch Road and Claras Way

Located within Sections 30 & 31 Township 16 South Range 19 East G.&S.R.M.

This map is a product of the GIS

0' 1" = 4000'

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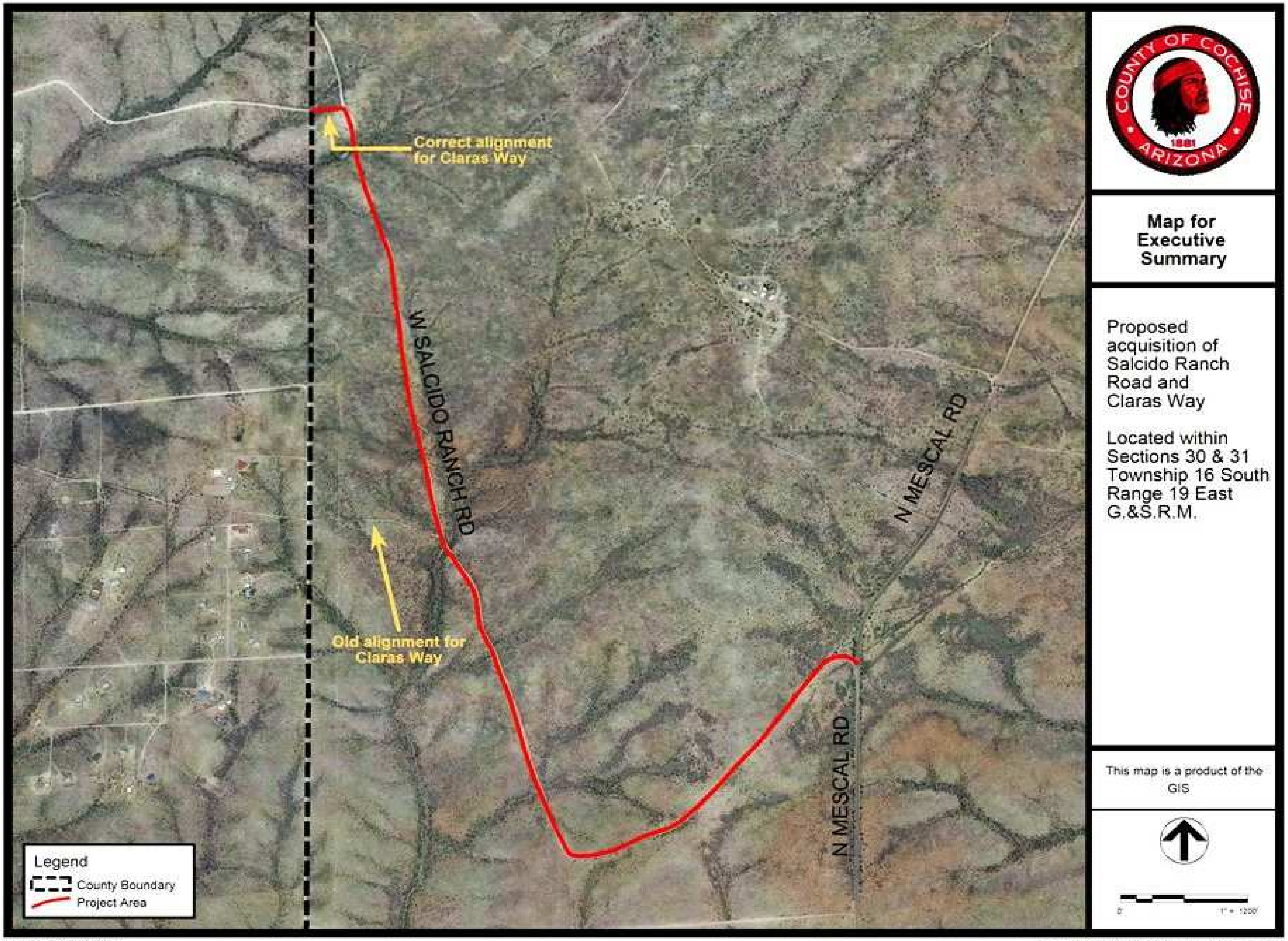

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At intersection of Mescal Road and Salcido Ranch Road looking Northwest

At intersection of Salcido Ranch Road and Claras Way looking West