



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

ANN ENGLISH
Chairman
District 2

PATRICK G. CALL
Vice-Chairman
District 1

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, December 5, 2017 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.

The Board may permit public comment during the discussion of any item on this agenda. If you wish to be heard on a specific item, please sign up to be heard using the 'Specific Item' on the speaker form provided, and please list the item about which you wish to be heard. Persons will be permitted three minutes to speak.

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.

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.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of November 28, 2017.
2. Approve updated Exhibit A from the sales of the August 28 to September 8, 2017 Tax Deed Land Auction held online through Public Surplus.

Facilities

3. Approve Real Property Lease Agreement transfer from Ames Diversified Services LLC to 4283929 Delaware LLC for operation of animal crematorium at the Bisbee Douglas International (BDI) Airport for a monthly fee of \$1,000 effective December 5, 2017 with one year renewal options for 10 years.

Finance

4. Approve demands and budget amendments for operating transfers.

Health & Social Services

5. Approve Agreement AGR2018-022 between the Cochise Health and Social Services and the Arizona Department of Health Services (ADHS) for a delegation agreement related to environmental health inspections for the period of July 1, 2017 through June 30, 2032.

PUBLIC HEARINGS

Board of Supervisors

6. Approve a new liquor license application for a series #10 (Beer & Wine Store) license submitted by Ms. Teresa Linette Trovato for Dollar General Store #18019, located at 20 S Lee St, Saint David, AZ 85630.
7. Approve a new liquor license application for a series #10 (Beer & Wine Store) license submitted by Ms. Teresa Linette Trovato for Dollar General Store #18117, located at 1323 E High St, Sunsites, AZ 85625.
8. Approve a new liquor license application for a series #10 (Beer & Wine Store) license submitted by Ms. Teresa Linette Trovaso for Dollar General Store #16206, located at 7156 S Hwy 92, Hereford, AZ 85615.

Community Development

9. Adopt Resolution 17-22 for the establishment of a 1.1 mile portion of Fan Road, from Central Avenue east to Donahue Road, as a Declared County Highway.
10. Adopt Resolution 17-23 abandoning portions of public easements as depicted in the survey entitled Palominas Ranches Unit I, and as described in Exhibit A.

ACTION

Facilities

11. Approve Lease Agreement 18-025-042 with the Arizona Department of Corrections (ADOC) for the period of January 18, 2018 through December 31, 2043 for an annual payment of \$1 and payment of all costs related to water rates and the Bisbee Douglas International (BDI) Water Improvement Project (WIP) repayment.

REPORT BY EDWARD T. GILLIGAN COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Peggy Judd

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability.

Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County Board of Supervisors

1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

Regular Board of Supervisors Meeting

Meeting Date: 12/05/2017

Minutes

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of November 28, 2017.

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:

Scan to OnBase and File.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 12/05/2017

Approve Updated Sales from the July 2017 Online Tax Deed Land Auction

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 Arlethe G. Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve updated Exhibit A from the sales of the August 28 to September 8, 2017 Tax Deed Land Auction held online through Public Surplus.

Background:

From August 28 through September 8, 2017, the third Online Tax Deed Land Auction was conducted, resulting in property sales of \$4,238.64.

Once staff received the check from Public Surplus it was not in the amount confirmed by them originally. After some research staff at Public Surplus stated that a mistake had been made in refunds and the amount of the check was the correct amount sold.

We are requesting the Board approve the updated exhibit A with the correct amount collected for parcels sold.

This does not change the number of parcels sold.

Department's Next Steps (if approved):

Continue OTC process.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Deposit Check.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Updated Exhibit A

Unit ID	Parcel Number	Legal Description	First Name	Last Name	Sold Amount	Admin Fee
94	40774235	COCHISE COLLEGE PARK LOT 316	Adam	DeGrandpre	\$504.99	
80	40629035	COCHISE COLLEGE PARK #10 LOT 3543	Adam	DeGrandpre	\$504.99	\$75.00
35	20707109	AZ SUN SITES #10 LOT 11 BLK 978	Adam	DeGrandpre	\$524.00	
89	40773275	COCHISE COLLEGE PARK LOT 692	Andre	Wilson	\$255.00	\$75.00
91	40773308	COCHISE COLLEGE PARK LOT 741	Andre	Wilson	\$227.50	
122	40780245	LA COSTA EST LOT 717	Andre	Wilson	\$406.00	
2	12202173	AZ SUN SITES #3 LOT 8 BLK 341	Anthony	Liddell	\$800.00	\$75.00
	12202174	AZ SUN SITES #3 LOT 9 BLK 341	Anthony	Liddell		
106	40778283A	COCHISE COLLEGE PARK #3 LOTS 1232 1233 1234	Anthony	Liddell	\$1,650.00	
134	40828078	DOUGLAS LOT 25 BLK 139	Bernardo	Morales	\$2,500.00	\$75.00
133	40817061	CALUMET & QUEEN LOT 10 BLK 16	Bernardo	Morales	\$504.99	
121	40780153	LA COSTA EST LOT 592	Bernardo	Morales	\$330.00	
135	40829049	DOUGLAS S 30' 6IN OF N 80' OF LOTS 17 18 19 20 BLK 134	Bernardo	Morales	\$1,500.00	
5	20107234	WINCHESTER HGTS LOT 234	Mark	Kaye	\$500.00	\$75.00
93	40774207	COCHISE COLLEGE PARK LOT 288	Mark	Kaye	\$177.50	
125	40780479	LA COSTA EST LOT 859	Mark	Kaye	\$610.00	
	40780480	LA COSTA EST LOT 858	Mark	Kaye		
28	20608083	AZ SUN SITES #6 LOT 3 BLK 667	Mark	Kaye	\$360.00	
	20608084	AZ SUN SITES #6 LOT 4 BLK 667	Mark	Kaye		
54	40567327	CASA ADOBE #2 LOT 14 BLK 28	Mark	Kaye	\$250.00	
	40567328	CASA ADOBE #2 LOT 13 BLK 28	Mark	Kaye		
	40567329	CASA ADOBE #2 LOT 12 BLK 28	Mark	Kaye		
62	40568041	VALLEY SPRINGS #6 LOT 45	Mark	Kaye	\$600.00	
33	20707035	AZ SUN SITES #10 LOT 17 BLK 974	Mark	Kaye	\$370.00	
11	20309341	TWIN LAKES COUNTRY CLUB #9 LOT 5088	Mark	Kaye	\$500.00	
	20309342	TWIN LAKES COUNTRY CLUB #9 LOT 5087	Mark	Kaye		
	20309343	TWIN LAKES COUNTRY CLUB #9 LOT 5086	Mark	Kaye		
23	20342170	COCHISE COUNTRY CLUB #3 LOT 1170	Mark	Kaye	\$600.00	
	20342171	COCHISE COUNTRY CLUB #3 LOT 1171	Mark	Kaye		
	20342172	COCHISE COUNTRY CLUB #3 LOT 1172	Mark	Kaye		
	20342173	COCHISE COUNTRY CLUB #3 LOT 1173	Mark	Kaye		
	20342174	COCHISE COUNTRY CLUB #3 LOT 1174	Mark	Kaye		
57	40567497	CASA ADOBE #2 LOT 7 BLK 26 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	Mark	Kaye	\$152.50	
	40567498	CASA ADOBE #2 LOT 8 BLK 26 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	Mark	Kaye		
48	40153088	SUN SITES RANCHES #3 LOT 88 BLK 36	Mark	Kaye	\$3,000.00	

22	20342166	COCHISE COUNTRY CLUB #3 LOT 1166	Mark	Kaye	\$232.50	
27	20607225	AZ SUN SITES #6 LOT 4 BLK 660	Mark	Kaye	\$504.99	
24	20349401	COCHISE RECREATION AREA #2 LOT 219	Mark	Kaye	\$158.50	
41	30560017	SUNNY ACRES OF ARIZONA #1 LOT 12	Mark	Kaye	\$2,025.00	
	30560018	SUNNY ACRES OF ARIZONA #1 LOT 13	Mark	Kaye		
	30560019	SUNNY ACRES OF ARIZONA #1 LOT 14	Mark	Kaye		
	30560020	SUNNY ACRES OF ARIZONA #1 LOT 15	Mark	Kaye		
	30560021	SUNNY ACRES OF ARIZONA #1 LOT 16	Mark	Kaye		
	30560022	SUNNY ACRES OF ARIZONA #1 LOT 17	Mark	Kaye		
	30560034	SUNNY ACRES OF ARIZONA #1 LOT 10	Mark	Kaye		
	30560035	SUNNY ACRES OF ARIZONA #1 LOT 11	Mark	Kaye		
55	40567488	CASA ADOBE #2 LOT 32 BLK 25 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	Buddy N	Hylton	\$250.00	\$75.00
	40567489	CASA ADOBE #2 LOT 31 BLK 25 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	Buddy N	Hylton		
	40567490	CASA ADOBE #2 LOT 30 BLK 25 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	Buddy N	Hylton		
56	40567493	CASA ADOBE #2 LOT 27 BLK 25	Buddy N	Hylton	\$150.00	
	40567494	CASA ADOBE #2 LOT 26 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	Buddy N	Hylton		
73	40625293	COCHISE COLLEGE PARK #8 LOT 2063	Didi	Freiman	\$380.00	
117	40780081	LA COSTA EST LOT 482	Didi	Freiman	\$305.00	
71	40625004	COCHISE COLLEGE PARK #8 LOT 1774	Didi	Freiman	\$637.00	\$75.00
	40625005	COCHISE COLLEGE PARK #8 LOT 1775	Didi	Freiman		
104	40778199	COCHISE COLLEGE PARK #3 LOT 1129	Didi	Freiman	\$270.00	
29	20608168	AZ SUN SITES #6 LOT 28 BLK 670	Gordon R	Weaver	\$1,076.00	\$75.00
	20608169	AZ SUN SITES #6 LOT 29 BLK 670	Gordon R	Weaver		
78	40628212	COCHISE COLLEGE PARK #10 LOT 4513	Hannelore R	Inman	\$179.50	
		CASA ADOBE #2 LOT 14 BLK 27 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	Hannelore R	Inman	\$100.00	\$75.00
53	40567295	ABANDONED ALLEY	Hannelore R	Inman	\$100.00	\$75.00
64	40614296	COCHISE COLLEGE PARK #11 LOT 4801	Janice	Henning	\$320.00	\$75.00
90	40773301	COCHISE COLLEGE PARK LOT 718	Jason	Kaplan	\$227.50	
111	40779162	LA COSTA EST LOT 196	Jason	Kaplan	\$202.50	
97	40776056	COCHISE COLLEGE PARK #2 LOT 1208	Jason	Kaplan	\$152.50	
109	40779156	LA COSTA EST LOT 190	Jason	Kaplan	\$200.00	
86	40772105	COCHISE COLLEGE EST #2 LOT 656	Jason	Kaplan	\$232.50	
85	40772030	COCHISE COLLEGE EST #2 LOT 643	Jason	Kaplan	\$300.00	

113	40779263	LA COSTA EST LOT 296	Jason	Kaplan	\$177.50	
124	40780400	LA COSTA EST LOT 488	Jason	Kaplan	\$280.00	
96	40776018	COCHISE COLLEGE PARK #2 LOT 1093	Jason	Kaplan	\$202.50	
132	40782163	LA COSTA EST PLAT B LOT 1173	Jason	Kaplan	\$177.50	
115	40779326	LA COSTA EST LOT 397	Jason	Kaplan	\$152.50	
110	40779159	LA COSTA EST LOT 193	Jason	Kaplan	\$202.50	
114	40779272	LA COSTA EST LOT 305	Jason	Kaplan	\$360.00	
126	40780556	LA COSTA EST LOT 932	Jason	Kaplan	\$409.00	
66	40623239	COCHISE COLLEGE PARK #6 LOT 789	Jason	Kaplan	\$330.00	
116	40779342	LA COSTA EST LOT 350	Jason	Kaplan	\$640.00	
	40779343	LA COSTA EST LOT 349	Jason	Kaplan		
	40779344	LA COSTA EST LOT 348	Jason	Kaplan		
130	40782099	LA COSTA EST PLAT B LOT 1141	Jason	Kaplan	\$280.00	
123	40780256	LA COSTA EST LOT 728	Jason	Kaplan	\$380.00	
87	40772270	COCHISE COLLEGE EST #2 LOT 702	Jason	Kaplan	\$152.50	
88	40773074	COCHISE COLLEGE PARK LOT 771	Jason	Kaplan	\$202.50	
112	40779202	LA COSTA EST LOT 236	Jason	Kaplan	\$152.50	
101	40777215A	COCHISE COLLEGE EST LOTS 371 & 370	Jason	Kaplan	\$306.00	
42	40141015	SUN SITES RANCHES #2 LOT 55	Jason	Kaplan	\$635.00	\$75.00
32	20704262	AZ SUN SITES #9 LOT 10 BLK 816	Jason	Searle	\$475.00	
37	20708170	AZ SUN SITES #10 LOT 14 BLK 940	Jason	Searle	\$255.00	\$75.00
31	20702201	AZ SUN SITES #9 LOT 1 BLK 781	Jason	Searle	\$355.00	
3	12202222	AZ SUN SITES #3 LOT 1 BLK 345	Jeffrey A	Wise	\$750.00	\$75.00
74	40627004	COCHISE COLLEGE PARK #9 LOT 2092	Jesse J	Worley	\$380.00	\$75.00
25	20416243	LA PLAYA EST #1 LOT 25 BLK 11	Jorge J	Velasco	\$294.00	\$75.00
16	20309561	TWIN LAKES COUNTRY CLUB #9 LOT 5271	Kim	Wallace	\$800.00	
	20309562	TWIN LAKES COUNTRY CLUB #9 LOT 5272	Kim	Wallace		
	20309563	TWIN LAKES COUNTRY CLUB #9 LOT 5273	Kim	Wallace		
	20309564	TWIN LAKES COUNTRY CLUB #9 LOT 5274	Kim	Wallace		
	20309565	TWIN LAKES COUNTRY CLUB #9 LOT 5275	Kim	Wallace		
15	20309512	TWIN LAKES COUNTRY CLUB #9 LOT 5190	Kim	Wallace	\$250.00	\$75.00
	20309513	TWIN LAKES COUNTRY CLUB #9 LOT 5199	Kim	Wallace		
30	20702063	AZ SUN SITES #9 LOT 3 BLK 774	Kimberly	Wihowski	\$330.00	\$75.00

18	20309680	TWIN LAKES COUNTRY CLUB #9 LOT 5195	Marisol	Pareja	\$1,500.00	\$75.00
	20309681	TWIN LAKES COUNTRY CLUB #9 LOT 5194	Marisol	Pareja		
	20309682	TWIN LAKES COUNTRY CLUB #9 LOT 5193	Marisol	Pareja		
	20309683	TWIN LAKES COUNTRY CLUB #9 LOT 5192	Marisol	Pareja		
	20309684	TWIN LAKES COUNTRY CLUB #9 LOT 5191	Marisol	Pareja		
	20309685	TWIN LAKES COUNTRY CLUB #9 LOT 5198	Marisol	Pareja		
	20309686	TWIN LAKES COUNTRY CLUB #9 LOT 5197	Marisol	Pareja		
	20309687	TWIN LAKES COUNTRY CLUB #9 LOT 5196	Marisol	Pareja		
46	40141265	SUN SITES RANCHES #2 LOT 248	Matthew J	Gilbert	\$525.00	
45	40141263	SUN SITES RANCHES #2 LOT 232	Matthew J	Gilbert	\$525.00	\$75.00
100	40777147	COCHISE COLLEGE EST LOT 18	Randy	Shields	\$251.00	
99	40777119	COCHISE COLLEGE EST LOT 125	Randy	Shields	\$305.00	\$75.00
103	40778178	COCHISE COLLEGE PARK #3 LOT 1126	Randy	Shields	\$227.50	
36	20707217	AZ SUN SITES #10 LOT 17 BLK 983	Richard	Searle	\$500.00	
	20707218	AZ SUN SITES #10 LOT 18 BLK 983	Richard	Searle		
79	40628268	COCHISE COLLEGE PARK #10 LOT 4411	Richard T	Arzdorf	\$200.00	
81	40629264	COCHISE COLLEGE PARK #10 LOT 3630	Richard T	Arzdorf	\$150.00	\$75.00
95	40774379	COCHISE COLLEGE PARK LOT 460	Richard T	Arzdorf	\$265.00	
	40774380	COCHISE COLLEGE PARK LOT 461	Richard T	Arzdorf		
52	40567283	CASA ADOBE #2 LOT 2 BLK 27	Robert L	James	\$400.00	\$75.00
	40567284	CASA ADOBE #2 LOT 3 BLK 27	Robert L	James		
	40567285	CASA ADOBE #2 LOT 4 BLK 27	Robert L	James		
	40567286	CASA ADOBE #2 LOT 5 BLK 27	Robert L	James		
65	40623210	COCHISE COLLEGE PARK #6 LOT 802	Roberto	Trujillo	\$255.00	\$75.00
4	12206218	AZ SUN SITES #3 LOT 2 BLK 406	Scott J	Tramposch	\$1,075.00	\$75.00
	12206226	AZ SUN SITES #3 LOT 10 BLK 406	Scott J	Tramposch		
		WILLCOX NLY 10' OF LOT 12 & SLY 30' OF LOT 13 BLK 13 BY M&B BEG AT S29DEG 54MIN W10' FROM SE COR OF LOT 13 BLK 13 WILLCOX TWNS N60DEG 06MIN W150' N29DEG 54MIN E40' S60DEG 06MIN E150' S29DEG 54MIN W40' TO BEG				
20	20328095	54MIN W40' TO BEG	Scott J	Tramposch	\$2,500.00	
118	40780091	LA COSTA EST LOT 530	Stacye L	McClain	\$813.00	
	40780092	LA COSTA EST LOT 531	Stacye L	McClain		
108	40779117	LA COSTA EST LOT 151	Stacye L	McClain	\$330.00	
107	40779115	LA COSTA EST LOT 149	Stacye L	McClain	\$305.00	
92	40774007	COCHISE COLLEGE PARK LOT 34	Stacye L	McClain	\$280.00	\$75.00
105	40778207	COCHISE COLLEGE PARK #3 LOT 1172	Stacye L	McClain	\$504.99	
120	40780126	LA COSTA EST LOT 565	Stacye L	McClain	\$405.00	

38	20713241	AZ SUN SITES #9 LOT 1 BLK 839	Theophilus	Oriabure	\$561.00	\$75.00
60	40567551	CASA ADOBE #2 LOT 9 BLK 39	Theophilus	Oriabure	\$108.50	
	40567552	CASA ADOBE #2 LOT 10 BLK 39	Theophilus	Oriabure		
61	40567554	CASA ADOBE #2 LOT 12 BLK 39	Theophilus	Oriabure	\$204.00	
	40567555	CASA ADOBE #2 LOT 13 BLK 39	Theophilus	Oriabure		
	40567556	CASA ADOBE #2 LOT 14 BLK 39	Theophilus	Oriabure		
58	40567546	CASA ADOBE #2 LOT 4 BLK 39	Theophilus	Oriabure	\$102.50	
119	40780114	LA COSTA EST LOT 553	Theophilus	Oriabure	\$255.00	
98	40776193	COCHISE COLLEGE PARK #2 LOT 1169	Wesley	Mazurek	\$330.00	
	40776194	COCHISE COLLEGE PARK #2 LOT 1168	Wesley	Mazurek		
69	40623419	COCHISE COLLEGE PARK #6 LOT 955	Wesley	Mazurek	\$910.00	
	40623420	COCHISE COLLEGE PARK #6 LOT 954	Wesley	Mazurek		
70	40623432	COCHISE COLLEGE PARK #6 LOT 494	Wesley	Mazurek	\$455.00	
67	40623254	COCHISE COLLEGE PARK #6 LOT 774	Wesley	Mazurek	\$290.00	
26	20607206	AZ SUN SITES #6 LOT 21 BLK 659	Wesley	Mazurek	\$481.00	\$75.00
127	40782015	LA COSTA EST PLAT B LOT 1117	Wesley	Mazurek	\$660.00	
	40782016	LA COSTA EST PLAT B LOT 1116	Wesley	Mazurek		
	40782017	LA COSTA EST PLAT B LOT 1115	Wesley	Mazurek		
75	40627396	COCHISE COLLEGE PARK #9 LOT 2482	Wesley	Mazurek	\$355.00	
76	40627573	COCHISE COLLEGE PARK #9 LOT 2659	Wesley	Mazurek	\$405.00	
77	40627710	COCHISE COLLEGE PARK #9 LOT 2796	Wesley	Mazurek	\$355.00	
128	40782022	LA COSTA EST PLAT B LOT 1110	Wesley	Mazurek	\$499.99	
	40782023	LA COSTA EST PLAT B LOT 1109	Wesley	Mazurek		
129	40782050	LA COSTA EST PLAT B LOT 1052	Wesley	Mazurek	\$455.00	
102	40778040	COCHISE COLLEGE PARK #3 LOT 1188	Wesley	Mazurek	\$455.00	
72	40625187	COCHISE COLLEGE PARK #8 LOT 1957	Wesley	Mazurek	\$355.00	
Total					\$52,213.44	\$2,025.00
Rounding Adjustment						\$0.20
Grand Total						\$54,238.64

Regular Board of Supervisors Meeting

Meeting Date: 12/05/2017

Lease Transfer for Ames Crematorium at BDI

Submitted By: Jay Howe, Facilities

Department: Facilities

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Jay Howe **TITLE of PRESENTER:** Facilities Director

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve Real Property Lease Agreement transfer from Ames Diversified Services LLC to 4283929 Delaware LLC for operation of animal crematorium at the Bisbee Douglas International (BDI) Airport for a monthly fee of \$1,000 effective December 5, 2017 with one year renewal options for 10 years.

Background:

Dr. Ames has sold / transferred interest in the business operation at BDI and as part of this business transfer must also transfer the lease for operation at it's current location

Department's Next Steps (if approved):

Present lease transfer documents to 4289329 Delaware LLC and inform Dr. Ames of approval

Impact of NOT Approving/Alternatives:

If not approved the sale and transfer of this business interest cannot be completed.

To BOS Staff: Document Disposition/Follow-Up:

If approved sign and return to Facilities

Attachments

Ames Lease

Ames transfer

Ames Certificate of Insurance

**REAL PROPERTY LEASE AGREEMENT
BISBEE-DOUGLAS INTERNATIONAL AIRPORT**

THIS LEASE AGREEMENT (also referred to herein as "Agreement" or "Lease") is made between **COCHISE COUNTY**, a political subdivision of the State of Arizona, hereinafter called "LESSOR," and **Ames Diversified Services, LLC**, an Arizona limited liability company, hereinafter referred to as "LESSEE."

In consideration of the mutual covenants contained herein, the parties agree as follows:

I. THE LEASED PREMISES

The LESSOR will lease to the LESSEE; the following described real property situated at the Bisbee-Douglas International Airport.

- 1. MANUFACTURING OR FOOD PROCESSING FACILITY**
The Southeast 20,000 square feet of Building T-3111
Commonly known as 6944 Runway Road, Douglas, AZ 85607

II. USE OF LEASED PREMISES

The LESSEE shall occupy and use the Leased Premises at the Bisbee-Douglas International Airport (also referred to herein as "BDI Airport") for conducting business only as described below:

Operation of an animal crematorium

The LESSEE is not authorized to use the Leased Premises as a residence, nor for any other purpose, other than as specified in the first paragraph of Section II of the Lease Agreement, without prior written consent of LESSOR.

III. RENTAL PAYMENTS

The LESSEE shall pay the LESSOR the following:

The sum of One-Thousand Dollars (\$1,000.00) per month as and for rent for the Leased Premises, which is equivalent to five cents (\$0.05) per square foot of leased space per month. Rental payments shall be due on the 1st of each month, shall be payable to the Treasurer of Cochise County and shall be mailed to the following:

Cochise County
Department of Facilities Management
1415 West Melody Lane, Building C
Bisbee, Arizona 85603

Any payment not received on or before the tenth day of each month shall accrue interest at the rate of ten percent (10%) per month or fraction of a month on such unpaid balance as may be due and a late payment charge of twenty-five dollars (\$25.00) for each delinquent payment will be assessed. An additional \$25.00 will be assessed on all returned checks.

IV. UTILITIES

LESSEE shall be solely responsible for obtaining and paying for all necessary utility services on the Leased Premises and all applications and connections shall be made in the LESSEE's name only. These utility services include, but are not limited to sewer, water, gas, electricity, trash collection and telephone services. In the event that LESSOR may provide water, sewer, or any other such service, that service shall be subject to a separate agreement and is not to be deemed to be included within the rights and obligations included herein.

V. TERM AND EFFECTIVE DATE

The term of this Lease shall be for a one year period with the option to renew in one year increments for ten years from the effective date. The effective date of this Agreement shall be the date this agreement is signed by the Cochise County Board of Supervisors. All terms of this Agreement are subject to alteration during any renewal of this Agreement, including but not limited to the amount of rent that will be charged to the LESSEE and the limits of insurance that will be required of the LESSEE.

VI. ALTERATIONS, ADDITIONS, IMPROVEMENTS

(a) All buildings and property are accepted by the LESSEE in their present condition, and all repairs or improvements to the Leased Premises shall be at the sole cost of the LESSEE unless prior written arrangements with the County have been made. The Leased Premises are provided "AS IS". LESSOR makes no warranty as to their condition. LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY OF HABITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Any improvements that may be necessary for LESSEE's purposes shall be the sole responsibility of the LESSEE, including any heating, cooling, lighting, sewerage or other such facilities or repairs that may be required. Any such improvements provided by the LESSEE are deemed to be for the benefit of the LESSEE, and LESSOR shall not reimburse the LESSEE for the expenses incurred thereby. All modifications will be ADA compliant and subject to approval of the Cochise County Planning and Zoning Department. Signage will be in compliance with Article 19 of the Cochise County Zoning Regulations. LESSEE will comply with all federal, state and local laws and ordinances pertaining to the construction and operation of the Leased Premises.

(b) It is agreed, the LESSEE, during the existence of this Lease, may make improvements, alterations and additions to the Leased Premises. However, before commencement of any work, LESSEE shall first receive the written approval of the County's Director of Facilities Management.

(c) It is agreed, that subject to any right of removal afforded to LESSEE under this Lease, title to any leasehold improvements, buildings or structures added by LESSEE shall vest in the LESSOR immediately upon the completion of such facilities, and in consideration therefore, along with LESSEE's obligation of maintenance of these improvements, LESSOR hereby grants to LESSEE the exclusive use of any such leasehold improvements for the term of the Lease.

(d) Upon the expiration or termination of this Lease, the LESSEE shall have the right to remove from the Leased Premises, any and all personal property or trade fixtures that have been placed thereon by the LESSEE. The LESSEE's right of removal of personal property and trade fixtures shall not be exercised where such removal will cause damage or injury to the Leased Premises. Under no circumstances shall LESSEE remove any electric or plumbing fixtures, including trade fixtures, which are connected with other building systems.

(e) Landscaping maintenance - LESSEE shall use indigenous, low-water use plants for landscaping. LESSEE shall maintain grass, shrubs, trees, etc. in a healthy, pruned, and attractive manner at all times at LESSEE'S sole expense.

(f) Major Repair - If any attached machinery is removed, LESSEE is responsible for repair or change and/or injury caused by such actions.

(g) Repairs and Maintenance - LESSEE shall, at all times during the Lease, and at its own expense, repair, and maintain in a good, safe and substantial condition, any improvements on the Leased Premises, and shall use all reasonable precaution to prevent waste, damage or injury to the Leased Premises. In addition, LESSEE shall at all times keep the Leased Premises in a good and sightly condition, insofar as it may be affected by LESSEE's operations hereunder.

VII. LIENS

LESSEE shall keep the Leased Premises and all improvements erected thereon free and clear of any and all mechanics, material men and other liens arising out of LESSEE's use and occupancy of the Leased Premises. Filing of a lien against this property shall constitute a default of this Lease Agreement.

VIII. TAXES AND ASSESSMENTS

LESSEE shall pay all taxes, assessments and charges including, without limiting the generality of the foregoing, personal and real property taxes and utility charges, which may be taxed or charged to the LESSEE or upon the Leased Premises in connection with LESSEE's use and occupancy of the Leased Premises. It shall be the obligation of LESSEE to pay any assessed personal property on any goods, equipment, inventory, machinery, movable trade fixtures or other personal property located in or upon the Leased Premises.

IX. ASSIGNMENT, SUBLEASE OR LICENSE

LESSEE shall not assign, mortgage or encumber the premises, or any other right or privilege connected therewith, or allow any other person except agents and employees of LESSEE to occupy the Leased Premises or any part thereof without first obtaining the written consent of the LESSOR for each instance. No such assignment, subletting or occupancy shall be deemed a waiver of the covenants of this Lease. The acceptance of an assignee, subtenant or occupant as tenant shall also not release the LESSEE of the covenants of this Lease. An unauthorized assignment, sublease or license to occupy by the LESSEE shall be void and shall terminate the Lease at the option of the LESSOR.

X. COMPLIANCE WITH LAWS AND REGULATIONS

LESSEE shall comply with all federal, state and county laws, rules and regulations, controlling or in any manner affecting the use or occupancy of the Leased Premises or the BDI Airport. LESSEE shall operate the facilities in compliance with any and all regulations pertinent to the operations of the BDI Airport, and shall not engage in any activities that may adversely affect airport operations. LESSEE's rights hereunder are subject to any prior or overriding rights of the United States. All Cochise County regulations and ordinances as applicable to this facility or the operations therein and any future amendments thereto, are incorporated by reference into this Lease and shall be considered part of the regulations LESSEE must comply with under the terms of this Agreement.

XI. ENTRY TO PROPERTY

LESSOR shall maintain keys for the Leased Premises and, with reasonable notice, shall be allowed to inspect the Leased Premises as deemed necessary and appropriate. LESSOR may enter the Leased Premises at any time in the case of fire or an emergency.

XII. PARKING

Parking significant for the purpose of this Lease shall be made available by the LESSOR.

XIII. INDEMNIFICATION

To the fullest extent permitted by law, LESSOR and LESSEE shall defend, indemnify, and hold harmless the other and its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Indemnitees or any of its departments, officers, officials, agents, and employees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of LESSOR or LESSEE to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that each party shall, in all instances, except for Claims arising solely from the negligent or

willful acts or omissions of the other party, be indemnified by the other party from and against any and all claims. It is agreed that each party will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Lease, both the LESSOR and the LESSEE agree to waive all rights of subrogation against the other, its departments, officers, officials, agents, and employees.

XIV. INSURANCE

1. For the term of this Lease Agreement, LESSEE shall procure and maintain insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the LESSEE, its agents, representatives, or employees.
2. The Insurance Requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect the LESSEE from liabilities that arise out of the performance of the work under this Lease by the LESSEE, its agents, representatives, employees or subcontractors, and the LESSEE is free to purchase additional insurance.

2.1 Minimum Scope and Limits of Insurance

LESSEE shall provide coverage with limits of liability not less than those stated below.

2.2 Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

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

a. The policy shall be endorsed to include the LESSOR as additional insureds with respect to liability arising out of the activities performed by or on behalf of the LESSEE. Commercial General Liability Additional Insured Endorsements shall be as broad as CG2010 1185.

b. In consideration of the benefits hereinafter described, both LESSOR and LESSEE hereby waive their rights of recovery against the other for damage to its property.

2.3 Workers' Compensation and Employers' Liability

• Workers' Compensation—Statutory	
• Employers Liability—Each Accident	\$1,000,000

Disease, Each Employee \$1,000,000

- a. This requirement shall not apply to each LESSEE that is exempt under A.R.S. § 23-901, and when such LESSEE executes the appropriate waiver form (Sole Proprietor or Independent LESSEE).

2.4 Property Insurance

The LESSEE shall insure the building for 100% replacement cost and name LESSOR as loss payee.

- Coverage on LESSEE's contents 100% Replacement Cost
- Coverage on building 100% Replacement Cost

- a. Property insurance shall be written on Causes of Loss-Special Form (formerly "all risk") replacement cost coverage.
- b. In consideration of the benefits hereinafter described, both LESSOR and LESSEE hereby waive their rights of recovery against the other for damage to its property.

2.5 Auto Insurance

If LESSEE operates motor vehicles as part of its business, LESSEE shall, at its own expense, obtain and maintain Auto Liability Insurance as follows:

- Combined Single Limit \$1,000,000

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 2.6 The LESSEE's policies, as applicable, shall stipulate that the insurance afforded the LESSEE shall be primary and that any insurance carried by the LESSOR shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 2.7 Insurance provided by the LESSEE shall not limit the LESSEE'S liability assumed under the INDEMNIFICATION and RELEASE AND DISCHARGE provisions of this Lease.
- 2.8 Notice of Cancellation
Applicable to all insurance policies required within the Insurance Requirements of this Contract shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the LESSOR.

2.9 Acceptability of Insurers

LESSEE'S insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII.

2.10 Verification of Coverage

LESSEE shall furnish the LESSOR with certificates of insurance (valid ACORD form or equivalent) evidencing that LESSEE has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

2.11 All such certificates of insurance and policy endorsements must be received by the LESSOR before commencement of this Lease and every year thereafter for the duration of this Lease. The LESSOR'S receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

2.12 LESSEE shall require its subcontractors to obtain and maintain all insurance requirements as expressed or stated above.

2.13 Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of this Lease Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

2.14 All certificates required by this Agreement shall be sent directly to the LESSOR.

XV. FIRE AND CASUALTY DAMAGE

(a) If the Leased Premises shall be damaged by fire or other casualty, but the Leased Premises are either tenantable or if untenable, the Leased Premises can reasonably be expected to be repaired within thirty (30) working days after the commencement of repair work, the Lease shall continue in full force and effect. In such case, the LESSEE may at its own cost, promptly and diligently repair and restore the Leased premises to substantially the same condition existing prior to such damage. Without limiting such obligation on the part of the LESSEE, the proceeds of any insurance covering such damage or destruction shall be made available to the LESSOR for such repair and restoration.

(b) If the Leased Premises shall be totally destroyed by fire or other casualty, or if the Leased Premises should be so badly damaged by fire or other casualty as to become untenable, and such damage cannot reasonably be expected to be repaired within thirty (30) working days after the commencement of repair work, the LESSEE may terminate the Lease,

without further obligation, by giving thirty (30) days prior written notice of such election to terminate to the LESSOR. In such event, then all insurance money received or recoverable for the loss of the Leased Premises shall belong to and be paid to LESSOR.

XVI. RELEASE AND DISCHARGE

LESSOR shall not be responsible for, and assumes no liability arising from vandalism, fire, smoke, theft, damage or loss to LESSEE's property unless such vandalism, fire, smoke, theft, damage or loss is solely the fault of LESSOR. LESSEE hereby releases and discharges LESSOR from all claims, damages, losses, liabilities and demands by LESSEE for loss of or damage to LESSEE's person, employees, property, income or profit.

XVII. DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease by LESSEE.

- (a) Failure to pay rent under this Lease Agreement when due.
- (b) Except as otherwise specifically provided in this Lease Agreement, failure to perform any other provision of this Lease Agreement, if the failure to perform is not cured, at the sole discretion of LESSOR, within thirty (30) days after notice of the failure has been given to LESSEE, this Agreement shall terminate without further notice. At the discretion of LESSOR, if the breach or default cannot be reasonably cured within thirty (30) days, LESSEE may not be considered in breach or default of this Agreement if LESSEE commences to cure the breach or default within the thirty (30) day period and diligently and in good faith continues to cure the default.
- (c) At the sole discretion of LESSOR, performing any work, services, operations or functions not the subject of or intent of this Lease Agreement or within the scope of this Lease Agreement.
- (d) At sole discretion of the LESSOR, failure to operate, perform work or services or maintain the premises in a safe and environmentally sound manner.
- (e) If LESSEE shall vacate or abandon the Leased Premises.
- (f) If this Lease shall be transferred to or shall pass to or dissolve on any other person or party without the prior written consent of the LESSOR.
- (g) If LESSEE shall fail to maintain current, required amounts of insurance coverage.

LESSOR, at any time after LESSEE commits a material breach or default of this Lease Agreement, may elect to cure the breach or treat LESSEE as being in default, in either instance at LESSEE's cost. Upon failure of LESSEE to pay rent when due, LESSOR may impose late fees and interest as stated in paragraph III, above, or may immediately or at anytime thereafter

until all rent and late fees are paid, treat the LESSEE as being in default and terminate the Lease pursuant to provisions of paragraph XX, below. If LESSOR, at any time, by reason of LESSEE's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by LESSOR shall be due immediately from LESSEE to LESSOR at the time the sum is paid, and if paid at a later date shall be subject to interest at the rate of ten percent (10%) per month or fraction of a month on such unpaid balance as may be due. An additional \$25.00 will be assessed on all returned checks.

XVIII. SUPPLEMENTARY CONDITIONS

- (a) LESSEE shall provide LESSOR copies of all permits, licenses and notice(s) of violation of any permit or license necessary to conduct the LESSEE's business on the Leased Premises no later than ten (10) business days following receipt of same by LESSEE.
- (b) The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
- (c) It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- (d) In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- (e) The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each subcontractor who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.
- (f) The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agree that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.
- (g) Notwithstanding any other provision of the Agreement, the parties understand that LESSOR is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 *et. seq.*
- (h) This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

XIX. TERMINATION

(a) In the event of any default or breach by the LESSEE of any provisions of this Lease, and if such default continues for a period of thirty (30) days after written notice of default has been delivered by the LESSOR to the LESSEE, this Lease shall, at the option of the LESSOR, be terminated forthwith upon the LESSEE's receipt of a written notice of termination from the LESSOR. In such event, the LESSEE agrees to deliver peaceful and lawful possession thereof to LESSOR. LESSOR reserves its right to pursue any other legal remedy for damages or otherwise arising out of the default by the LESSEE.

(b) In the event of termination, upon expiration of the applicable term or as otherwise authorized herein, the LESSEE shall vacate the premises and leave it in a good and clean condition, not worse than existed at time of occupancy, ordinary wear and tear excepted. LESSEE shall remove, or arrange for the removal of all of its remaining personal property and waste from the Leased Premises on or before vacating the premises. Any property or materials not removed within thirty (30) days of the termination of the Lease shall be deemed to be abandoned and may be disposed of by LESSOR at the LESSEE's expense, as LESSOR deems appropriate.

(c) LESSEE reserves the right to terminate this Lease Agreement should LESSEE lose its license to operate the cremation business from the state agency responsible for issuing such licenses. In the event LESSOR exercises this right to terminate, LESSOR shall retain all rental payments received and LESSEE shall remove all trade fixtures and personal property and return the premises to LESSOR in a good and clean condition, not worse than existed at time of occupancy, ordinary wear and tear excepted.

(d) This agreement may be terminated for conflict of interest, pursuant to A.R.S. §38-511.

XX. RIGHTS AND REMEDIES

No provision in this document shall be construed, expressly or by implication, as a waiver by the LESSOR of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of any party to insist upon the strict performance of any term or condition of the Lease or to exercise or delay the exercise of any right or remedy provided in the Lease or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release the other party from any responsibilities or obligations imposed by the Lease or by law, and shall not be deemed a waiver of a right of a party to insist upon the strict performance of the Lease.

XXI. CONTRACT AMENDMENTS

This contract may be modified only by a written Amendment signed by persons duly authorized to act in this capacity on behalf of the LESSOR and the LESSEE.

XXII. NOTICES

Any notices required to be given under this Lease Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the Facilities Management Director of LESSOR or to LESSEE Michael J. Ames, DVM, or, in lieu of such personal service, sent by United States mail, addressed to LESSEE at the address referenced below and to LESSOR, at the address referenced below:

LESSEE:

Michael J. Ames, DVM
Ames Diversified Services, LLC
3131 W. Clarendon Avenue
Phoenix, AZ 85017

LESSOR:

Facilities Management Director
Cochise County
1415 Melody Ln., Bldg. C
Bisbee, AZ 85603

In the event of personal service, notice shall be deemed given when personally served. In the event of service by certified or registered mail, notice shall be deemed to have been given seventy-two (72) hours after deposit of same in the United States mail post box, postage prepaid, addressed as set forth above, or upon the date of the signed return receipt, whichever is sooner. In the event of service by express overnight mail, notice shall be deemed to have been given forty-eight (48) hours after deposit of same with carrier. LESSEE shall keep his current mailing address and telephone number on file with the Facilities Management Director during the term of this Agreement and shall notify the Facilities Management Director in writing within fifteen (15) days of any change of address or telephone number.


[THIS SECTION INTENTIONALLY LEFT BLANK]

XXIII. ENTIRE AGREEMENT

This Lease Agreement contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the premises or any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the leased premises or the parties hereto, which originated before the date of this Lease Agreement are null, void and no longer in force and with no effect, and are replaced in total with this Lease Agreement unless otherwise expressly stated in this Lease Agreement. This Lease Agreement shall not be altered, amended, or modified except by a writing signed by authorized representatives of LESSOR and LESSEE.

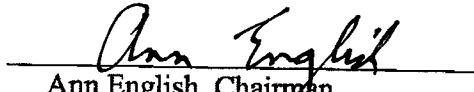
IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be signed by their duly authorized representatives.

LESSEE:

By: 
Michael J. Ames, DVM
Ames Diversified Services, LLC

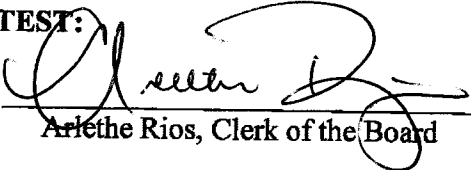
Dated: 8/25/17

LESSOR:

By: 
Ann English, Chairman
Cochise County Board of Supervisors

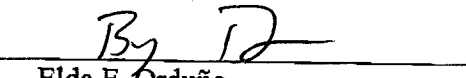
Dated: 9/26/17

ATTEST:

By: 
Arlette Rios, Clerk of the Board

Dated: 9/26/17

APPROVED AS TO FORM:

By: 
Elda E. Orduño
Civil Deputy County Attorney

Dated: 9/26/17

**ASSIGNMENT AND ASSUMPTION OF
REAL PROPERTY LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE AGREEMENT is made between **COCHISE COUNTY**, a political subdivision of the State of Arizona, hereinafter called "COUNTY", **4283929 DELAWARE, LLC**, a foreign limited liability company, hereinafter called "ASSIGNEE", and **AMES DIVERSIFIED SERVICES, LLC**, an Arizona limited liability company, hereinafter called "ASSIGNOR".

RECITALS

WHEREAS, the ASSIGNOR, as Lessee, and COUNTY, as Lessor, entered in a Real Property Lease Agreement, effective September 26, 2017, concerning real property situated at the Bisbee-Douglas International Airport and more specifically described as:

MANUFACTURING OR FOOD PROCESSING FACILITY
The Southeast 20,000 square feet of Building T-3111
Commonly known as 6944 Runway Road, Douglas, AZ 85607; and

WHEREAS, the ASSIGNOR leased the above-described real property to operate an animal crematorium; and

WHEREAS, the ASSIGNEE has acquired the ASSIGNOR and now wishes to assume ASSIGNOR'S rights and obligations under the above-described Real Property Lease Agreement; and

WHEREAS, the ASSIGNEE's business address is 2 Daniels Way, Cranston, RI 02921; and

WHEREAS, COUNTY is willing to consent to the assignment of the above-described Real Property Lease Agreement between ASSIGNOR and ASSIGNEE, pursuant to Section IX of the Real Property Lease Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

I. INCORPORATION. The Real Property Lease Agreement between COUNTY AND ASSIGNOR, effective September 26, 2017, is hereby incorporated into this Agreement and all terms of the Real Property Lease Agreement continue in effect between the parties.

II. ASSIGNMENT. ASSIGNOR hereby assigns and conveys to ASSIGNEE all of ASSIGNOR's rights and obligations under the Real Property Lease Agreement, from and after the date hereof. ASSIGNEE hereby accepts the foregoing Assignment.

III. ASSUMPTION. ASSIGNEE hereby assumes and agrees to be bound by all of ASSIGNOR's obligations and liabilities as Lessee under the Real Property Lease Agreement arising from and after the date of this Assignment, and agrees to perform and observe all of the covenants of ASSIGNOR as Lessee under the Real Property Lease Agreement, from and after the date of this Assignment.

IV. NOTICE. COUNTY agrees to provide any and all notices required under the Real Property Lease Agreement to ASSIGNEE at its business address: 2 Daniels Way, Cranston, RI 02921, along with notice to the ASSIGNOR as required in the Real Property Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be signed by their duly authorized representatives.

ASSIGNOR:

AMES DIVERSIFIED SERVICES, LLC.

By: 

Name: Michael J. Ames, DUM

Title: Managing member, Ames Diversified Services

Date: November 19, 2017

ASSIGNEE:

4283929 DELAWARE LLC.

By: 

Name: Kelly Clinton

Title: Vice President

Date: November 19, 2017

LESSOR:

COCHISE COUNTY

By: _____
Ann English, Chairman

Date: _____

ATTEST:

Clerk of Board of Supervisors

Date: _____

APPROVED AS TO FORM:

Attorney for the County

Date: _____

**REAL PROPERTY LEASE AGREEMENT
BISBEE-DOUGLAS INTERNATIONAL AIRPORT**

THIS LEASE AGREEMENT (also referred to herein as "Agreement" or "Lease") is made between **COCHISE COUNTY**, a political subdivision of the State of Arizona, hereinafter called "LESSOR," and **Ames Diversified Services, LLC**, an Arizona limited liability company, hereinafter referred to as "LESSEE."

In consideration of the mutual covenants contained herein, the parties agree as follows:

I. THE LEASED PREMISES

The LESSOR will lease to the LESSEE; the following described real property situated at the Bisbee-Douglas International Airport.

- 1. MANUFACTURING OR FOOD PROCESSING FACILITY**
The Southeast 20,000 square feet of Building T-3111
Commonly known as 6944 Runway Road, Douglas, AZ 85607

II. USE OF LEASED PREMISES

The LESSEE shall occupy and use the Leased Premises at the Bisbee-Douglas International Airport (also referred to herein as "BDI Airport") for conducting business only as described below:

Operation of an animal crematorium

The LESSEE is not authorized to use the Leased Premises as a residence, nor for any other purpose, other than as specified in the first paragraph of Section II of the Lease Agreement, without prior written consent of LESSOR.

III. RENTAL PAYMENTS

The LESSEE shall pay the LESSOR the following:

The sum of One-Thousand Dollars (\$1,000.00) per month as and for rent for the Leased Premises, which is equivalent to five cents (\$0.05) per square foot of leased space per month. Rental payments shall be due on the 1st of each month, shall be payable to the Treasurer of Cochise County and shall be mailed to the following:

Cochise County
Department of Facilities Management
1415 West Melody Lane, Building C
Bisbee, Arizona 85603

Any payment not received on or before the tenth day of each month shall accrue interest at the rate of ten percent (10%) per month or fraction of a month on such unpaid balance as may be due and a late payment charge of twenty-five dollars (\$25.00) for each delinquent payment will be assessed. An additional \$25.00 will be assessed on all returned checks.

IV. UTILITIES

LESSEE shall be solely responsible for obtaining and paying for all necessary utility services on the Leased Premises and all applications and connections shall be made in the LESSEE's name only. These utility services include, but are not limited to sewer, water, gas, electricity, trash collection and telephone services. In the event that LESSOR may provide water, sewer, or any other such service, that service shall be subject to a separate agreement and is not to be deemed to be included within the rights and obligations included herein.

V. TERM AND EFFECTIVE DATE

The term of this Lease shall be for a one year period with the option to renew in one year increments for ten years from the effective date. The effective date of this Agreement shall be the date this agreement is signed by the Cochise County Board of Supervisors. All terms of this Agreement are subject to alteration during any renewal of this Agreement, including but not limited to the amount of rent that will be charged to the LESSEE and the limits of insurance that will be required of the LESSEE.

VI. ALTERATIONS, ADDITIONS, IMPROVEMENTS

(a) All buildings and property are accepted by the LESSEE in their present condition, and all repairs or improvements to the Leased Premises shall be at the sole cost of the LESSEE unless prior written arrangements with the County have been made. The Leased Premises are provided "AS IS". LESSOR makes no warranty as to their condition. LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY OF HABITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Any improvements that may be necessary for LESSEE's purposes shall be the sole responsibility of the LESSEE, including any heating, cooling, lighting, sewerage or other such facilities or repairs that may be required. Any such improvements provided by the LESSEE are deemed to be for the benefit of the LESSEE, and LESSOR shall not reimburse the LESSEE for the expenses incurred thereby. All modifications will be ADA compliant and subject to approval of the Cochise County Planning and Zoning Department. Signage will be in compliance with Article 19 of the Cochise County Zoning Regulations. LESSEE will comply with all federal, state and local laws and ordinances pertaining to the construction and operation of the Leased Premises.

(b) It is agreed, the LESSEE, during the existence of this Lease, may make improvements, alterations and additions to the Leased Premises. However, before commencement of any work, LESSEE shall first receive the written approval of the County's Director of Facilities Management.

(c) It is agreed, that subject to any right of removal afforded to LESSEE under this Lease, title to any leasehold improvements, buildings or structures added by LESSEE shall vest in the LESSOR immediately upon the completion of such facilities, and in consideration therefore, along with LESSEE's obligation of maintenance of these improvements, LESSOR hereby grants to LESSEE the exclusive use of any such leasehold improvements for the term of the Lease.

(d) Upon the expiration or termination of this Lease, the LESSEE shall have the right to remove from the Leased Premises, any and all personal property or trade fixtures that have been placed thereon by the LESSEE. The LESSEE's right of removal of personal property and trade fixtures shall not be exercised where such removal will cause damage or injury to the Leased Premises. Under no circumstances shall LESSEE remove any electric or plumbing fixtures, including trade fixtures, which are connected with other building systems.

(e) Landscaping maintenance - LESSEE shall use indigenous, low-water use plants for landscaping. LESSEE shall maintain grass, shrubs, trees, etc. in a healthy, pruned, and attractive manner at all times at LESSEE'S sole expense.

(f) Major Repair - If any attached machinery is removed, LESSEE is responsible for repair or change and/or injury caused by such actions.

(g) Repairs and Maintenance - LESSEE shall, at all times during the Lease, and at its own expense, repair, and maintain in a good, safe and substantial condition, any improvements on the Leased Premises, and shall use all reasonable precaution to prevent waste, damage or injury to the Leased Premises. In addition, LESSEE shall at all times keep the Leased Premises in a good and sightly condition, insofar as it may be affected by LESSEE's operations hereunder.

VII. LIENS

LESSEE shall keep the Leased Premises and all improvements erected thereon free and clear of any and all mechanics, material men and other liens arising out of LESSEE's use and occupancy of the Leased Premises. Filing of a lien against this property shall constitute a default of this Lease Agreement.

VIII. TAXES AND ASSESSMENTS

LESSEE shall pay all taxes, assessments and charges including, without limiting the generality of the foregoing, personal and real property taxes and utility charges, which may be taxed or charged to the LESSEE or upon the Leased Premises in connection with LESSEE's use and occupancy of the Leased Premises. It shall be the obligation of LESSEE to pay any assessed personal property on any goods, equipment, inventory, machinery, movable trade fixtures or other personal property located in or upon the Leased Premises.

IX. ASSIGNMENT, SUBLEASE OR LICENSE

LESSEE shall not assign, mortgage or encumber the premises, or any other right or privilege connected therewith, or allow any other person except agents and employees of LESSEE to occupy the Leased Premises or any part thereof without first obtaining the written consent of the LESSOR for each instance. No such assignment, subletting or occupancy shall be deemed a waiver of the covenants of this Lease. The acceptance of an assignee, subtenant or occupant as tenant shall also not release the LESSEE of the covenants of this Lease. An unauthorized assignment, sublease or license to occupy by the LESSEE shall be void and shall terminate the Lease at the option of the LESSOR.

X. COMPLIANCE WITH LAWS AND REGULATIONS

LESSEE shall comply with all federal, state and county laws, rules and regulations, controlling or in any manner affecting the use or occupancy of the Leased Premises or the BDI Airport. LESSEE shall operate the facilities in compliance with any and all regulations pertinent to the operations of the BDI Airport, and shall not engage in any activities that may adversely affect airport operations. LESSEE's rights hereunder are subject to any prior or overriding rights of the United States. All Cochise County regulations and ordinances as applicable to this facility or the operations therein and any future amendments thereto, are incorporated by reference into this Lease and shall be considered part of the regulations LESSEE must comply with under the terms of this Agreement.

XI. ENTRY TO PROPERTY

LESSOR shall maintain keys for the Leased Premises and, with reasonable notice, shall be allowed to inspect the Leased Premises as deemed necessary and appropriate. LESSOR may enter the Leased Premises at any time in the case of fire or an emergency.

XII. PARKING

Parking significant for the purpose of this Lease shall be made available by the LESSOR.

XIII. INDEMNIFICATION

To the fullest extent permitted by law, LESSOR and LESSEE shall defend, indemnify, and hold harmless the other and its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Indemnitees or any of its departments, officers, officials, agents, and employees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of LESSOR or LESSEE to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that each party shall, in all instances, except for Claims arising solely from the negligent or

willful acts or omissions of the other party, be indemnified by the other party from and against any and all claims. It is agreed that each party will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Lease, both the LESSOR and the LESSEE agree to waive all rights of subrogation against the other, its departments, officers, officials, agents, and employees.

XIV. INSURANCE

1. For the term of this Lease Agreement, LESSEE shall procure and maintain insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the LESSEE, its agents, representatives, or employees.
2. The Insurance Requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect the LESSEE from liabilities that arise out of the performance of the work under this Lease by the LESSEE, its agents, representatives, employees or subcontractors, and the LESSEE is free to purchase additional insurance.

2.1 Minimum Scope and Limits of Insurance

LESSEE shall provide coverage with limits of liability not less than those stated below.

2.2 Commercial General Liability (CGL) -- Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

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

a. The policy shall be endorsed to include the LESSOR as additional insureds with respect to liability arising out of the activities performed by or on behalf of the LESSEE. Commercial General Liability Additional Insured Endorsements shall be as broad as CG2010 1185.

b. In consideration of the benefits hereinafter described, both LESSOR and LESSEE hereby waive their rights of recovery against the other for damage to its property.

2.3 Workers' Compensation and Employers' Liability

• Workers' Compensation—Statutory	
• Employers Liability—Each Accident	\$1,000,000

Disease, Each Employee \$1,000,000

- a. This requirement shall not apply to each LESSEE that is exempt under A.R.S. § 23-901, and when such LESSEE executes the appropriate waiver form (Sole Proprietor or Independent LESSEE).

2.4 Property Insurance

The LESSEE shall insure the building for 100% replacement cost and name LESSOR as loss payee.

- Coverage on LESSEE's contents 100% Replacement Cost
- Coverage on building 100% Replacement Cost

- a. Property insurance shall be written on Causes of Loss-Special Form (formerly "all risk") replacement cost coverage.
- b. In consideration of the benefits hereinafter described, both LESSOR and LESSEE hereby waive their rights of recovery against the other for damage to its property.

2.5 Auto Insurance

If LESSEE operates motor vehicles as part of its business, LESSEE shall, at its own expense, obtain and maintain Auto Liability Insurance as follows:

- Combined Single Limit \$1,000,000

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 2.6 The LESSEE's policies, as applicable, shall stipulate that the insurance afforded the LESSEE shall be primary and that any insurance carried by the LESSOR shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 2.7 Insurance provided by the LESSEE shall not limit the LESSEE'S liability assumed under the INDEMNIFICATION and RELEASE AND DISCHARGE provisions of this Lease.
- 2.8 Notice of Cancellation
Applicable to all insurance policies required within the Insurance Requirements of this Contract shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the LESSOR.

2.9 Acceptability of Insurers

LESSEE'S insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII.

2.10 Verification of Coverage

LESSEE shall furnish the LESSOR with certificates of insurance (valid ACORD form or equivalent) evidencing that LESSEE has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

2.11 All such certificates of insurance and policy endorsements must be received by the LESSOR before commencement of this Lease and every year thereafter for the duration of this Lease. The LESSOR'S receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

2.12 LESSEE shall require its subcontractors to obtain and maintain all insurance requirements as expressed or stated above.

2.13 Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of this Lease Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

2.14 All certificates required by this Agreement shall be sent directly to the LESSOR.

XV. FIRE AND CASUALTY DAMAGE

(a) If the Leased Premises shall be damaged by fire or other casualty, but the Leased Premises are either tenantable or if untenable, the Leased Premises can reasonably be expected to be repaired within thirty (30) working days after the commencement of repair work, the Lease shall continue in full force and effect. In such case, the LESSEE may at its own cost, promptly and diligently repair and restore the Leased premises to substantially the same condition existing prior to such damage. Without limiting such obligation on the part of the LESSEE, the proceeds of any insurance covering such damage or destruction shall be made available to the LESSOR for such repair and restoration.

(b) If the Leased Premises shall be totally destroyed by fire or other casualty, or if the Leased Premises should be so badly damaged by fire or other casualty as to become untenable, and such damage cannot reasonably be expected to be repaired within thirty (30) working days after the commencement of repair work, the LESSEE may terminate the Lease,

without further obligation, by giving thirty (30) days prior written notice of such election to terminate to the LESSOR. In such event, then all insurance money received or recoverable for the loss of the Leased Premises shall belong to and be paid to LESSOR.

XVI. RELEASE AND DISCHARGE

LESSOR shall not be responsible for, and assumes no liability arising from vandalism, fire, smoke, theft, damage or loss to LESSEE's property unless such vandalism, fire, smoke, theft, damage or loss is solely the fault of LESSOR. LESSEE hereby releases and discharges LESSOR from all claims, damages, losses, liabilities and demands by LESSEE for loss of or damage to LESSEE's person, employees, property, income or profit.

XVII. DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease by LESSEE.

- (a) Failure to pay rent under this Lease Agreement when due.
- (b) Except as otherwise specifically provided in this Lease Agreement, failure to perform any other provision of this Lease Agreement, if the failure to perform is not cured, at the sole discretion of LESSOR, within thirty (30) days after notice of the failure has been given to LESSEE, this Agreement shall terminate without further notice. At the discretion of LESSOR, if the breach or default cannot be reasonably cured within thirty (30) days, LESSEE may not be considered in breach or default of this Agreement if LESSEE commences to cure the breach or default within the thirty (30) day period and diligently and in good faith continues to cure the default.
- (c) At the sole discretion of LESSOR, performing any work, services, operations or functions not the subject of or intent of this Lease Agreement or within the scope of this Lease Agreement.
- (d) At sole discretion of the LESSOR, failure to operate, perform work or services or maintain the premises in a safe and environmentally sound manner.
- (e) If LESSEE shall vacate or abandon the Leased Premises.
- (f) If this Lease shall be transferred to or shall pass to or dissolve on any other person or party without the prior written consent of the LESSOR.
- (g) If LESSEE shall fail to maintain current, required amounts of insurance coverage.

LESSOR, at any time after LESSEE commits a material breach or default of this Lease Agreement, may elect to cure the breach or treat LESSEE as being in default, in either instance at LESSEE's cost. Upon failure of LESSEE to pay rent when due, LESSOR may impose late fees and interest as stated in paragraph III, above, or may immediately or at anytime thereafter

until all rent and late fees are paid, treat the LESSEE as being in default and terminate the Lease pursuant to provisions of paragraph XX, below. If LESSOR, at any time, by reason of LESSEE's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by LESSOR shall be due immediately from LESSEE to LESSOR at the time the sum is paid, and if paid at a later date shall be subject to interest at the rate of ten percent (10%) per month or fraction of a month on such unpaid balance as may be due. An additional \$25.00 will be assessed on all returned checks.

XVIII. SUPPLEMENTARY CONDITIONS

(a) LESSEE shall provide LESSOR copies of all permits, licenses and notice(s) of violation of any permit or license necessary to conduct the LESSEE's business on the Leased Premises no later than ten (10) business days following receipt of same by LESSEE.

(b) The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

(c) It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

(d) In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

(e) The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each subcontractor who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

(f) The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agree that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

(g) Notwithstanding any other provision of the Agreement, the parties understand that LESSOR is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 *et. seq.*

(h) This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

XIX. TERMINATION

(a) In the event of any default or breach by the LESSEE of any provisions of this Lease, and if such default continues for a period of thirty (30) days after written notice of default has been delivered by the LESSOR to the LESSEE, this Lease shall, at the option of the LESSOR, be terminated forthwith upon the LESSEE's receipt of a written notice of termination from the LESSOR. In such event, the LESSEE agrees to deliver peaceful and lawful possession thereof to LESSOR. LESSOR reserves its right to pursue any other legal remedy for damages or otherwise arising out of the default by the LESSEE.

(b) In the event of termination, upon expiration of the applicable term or as otherwise authorized herein, the LESSEE shall vacate the premises and leave it in a good and clean condition, not worse than existed at time of occupancy, ordinary wear and tear excepted. LESSEE shall remove, or arrange for the removal of all of its remaining personal property and waste from the Leased Premises on or before vacating the premises. Any property or materials not removed within thirty (30) days of the termination of the Lease shall be deemed to be abandoned and may be disposed of by LESSOR at the LESSEE's expense, as LESSOR deems appropriate.

(c) LESSEE reserves the right to terminate this Lease Agreement should LESSEE lose its license to operate the cremation business from the state agency responsible for issuing such licenses. In the event LESSOR exercises this right to terminate, LESSOR shall retain all rental payments received and LESSEE shall remove all trade fixtures and personal property and return the premises to LESSOR in a good and clean condition, not worse than existed at time of occupancy, ordinary wear and tear excepted.

(d) This agreement may be terminated for conflict of interest, pursuant to A.R.S. §38-511.

XX. RIGHTS AND REMEDIES

No provision in this document shall be construed, expressly or by implication, as a waiver by the LESSOR of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of any party to insist upon the strict performance of any term or condition of the Lease or to exercise or delay the exercise of any right or remedy provided in the Lease or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release the other party from any responsibilities or obligations imposed by the Lease or by law, and shall not be deemed a waiver of a right of a party to insist upon the strict performance of the Lease.

XXI. CONTRACT AMENDMENTS

This contract may be modified only by a written Amendment signed by persons duly authorized to act in this capacity on behalf of the LESSOR and the LESSEE.

XXII. NOTICES

Any notices required to be given under this Lease Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the Facilities Management Director of LESSOR or to LESSEE Michael J. Ames, DVM, or, in lieu of such personal service, sent by United States mail, addressed to LESSEE at the address referenced below and to LESSOR, at the address referenced below:

LESSEE:

Michael J. Ames, DVM
Ames Diversified Services, LLC
3131 W. Clarendon Avenue
Phoenix, AZ 85017

LESSOR:

Facilities Management Director
Cochise County
1415 Melody Ln., Bldg. C
Bisbee, AZ 85603

In the event of personal service, notice shall be deemed given when personally served. In the event of service by certified or registered mail, notice shall be deemed to have been given seventy-two (72) hours after deposit of same in the United States mail post box, postage prepaid, addressed as set forth above, or upon the date of the signed return receipt, whichever is sooner. In the event of service by express overnight mail, notice shall be deemed to have been given forty-eight (48) hours after deposit of same with carrier. LESSEE shall keep his current mailing address and telephone number on file with the Facilities Management Director during the term of this Agreement and shall notify the Facilities Management Director in writing within fifteen (15) days of any change of address or telephone number.


[THIS SECTION INTENTIONALLY LEFT BLANK]

XXIII. ENTIRE AGREEMENT

This Lease Agreement contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the premises or any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the leased premises or the parties hereto, which originated before the date of this Lease Agreement are null, void and no longer in force and with no effect, and are replaced in total with this Lease Agreement unless otherwise expressly stated in this Lease Agreement. This Lease Agreement shall not be altered, amended, or modified except by a writing signed by authorized representatives of LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be signed by their duly authorized representatives.

LESSEE:

By: 
Michael J. Ames, DVM
Ames Diversified Services, LLC

Dated: 8/25/17

LESSOR:

By: _____
Ann English, Chairman
Cochise County Board of Supervisors

Dated: ___/___/___

ATTEST:

By: _____
Arlethe Rios, Clerk of the Board

Dated: ___/___/___

APPROVED AS TO FORM:

By: _____
Elda E. Orduño
Civil Deputy County Attorney

Dated: ___/___/___

Regular Board of Supervisors Meeting

Meeting Date: 12/05/2017

Demands

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

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.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Health & Social Services

Meeting Date: 12/05/2017

DELEGATION AGREEMENT

Submitted By: Briggita Hodges, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Mike McGee **TITLE of PRESENTER:** Environmental Health Director

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 36-182

Information

Agenda Item Text:

Approve Agreement AGR2018-022 between the Cochise Health and Social Services and the Arizona Department of Health Services (ADHS) for a delegation agreement related to environmental health inspections for the period of July 1, 2017 through June 30, 2032.

Background:

The Environmental Health Division of Cochise Health and Social Services is the entity which carries out environmental health inspections for the State in Cochise County under the authority delegated to Cochise County by the ADHS. Selected delegated functions from the State to Cochise County fall under areas of food and general sanitation, pure food control and complaint inspections under the Smoke-Free Arizona Act. Also delegated is the authority to collect fees that are established by the BOS.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this Delegation Agreement will leave the ADHS without a local agent in Cochise County to whom it can delegate its duties and authorities under ARS 36-182. The State requires the County's assistance in this regard. Additionally, without this delegation agreement sanitary inspections of food, swimming pools, hotels, motels, RV parks, campgrounds, schools and general sanitation complaints, etc., along with Smoke-free Arizona complaint inspections would not take place in Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Attachments

- Executive Summary
- Delegation Agreement



Agenda Number: HLT—3723 (ADEO Delegation Agreement, No. AGR2018-022)

Recommendation:

This is to request your approval of the Cochise Health and Social Services Delegation Agreement with the Arizona Department of Health Services (ADHS). This new delegation agreement makes 3 reference corrections within the delegation agreement. There are no substantive changes from the previous delegation agreement approved June 27, 2017.

Background (Brief):

The Environmental Health Division of Cochise Health and Social Services is the entity which carries out environmental health inspections for the State in Cochise County under the authority delegated to Cochise County by the ADHS. Selected delegated functions from the State to Cochise County fall under areas of food and general sanitation, pure food control and complaint inspections under the Smoke-Free Arizona Act. Also delegated is the authority to collect fees that are established by the BOS.

Fiscal Impact & Funding Sources:

No fiscal impact to the County.

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this Delegation Agreement will leave the ADHS without a local agent in Cochise County to whom it can delegate its duties and authorities under ARS 36-182. The State requires the County's assistance in this regard. Additionally, without this delegation agreement sanitary inspections of food, swimming pools, hotels, motels, RV parks, campgrounds, schools and general sanitation complaints, etc., along with Smoke-free Arizona complaint inspections would not take place in Cochise County.

DELEGATION AGREEMENT
No. AGR2018-022

DELEGATION AGREEMENT

Between

ARIZONA DEPARTMENT OF HEALTH SERVICES

And

COCHISE COUNTY

A Delegation Agreement is defined in Arizona Revised Statutes (“A.R.S.”) § 41-1001(7) as “an agreement between an agency and a political subdivision that authorizes the political subdivision to exercise functions, powers and duties conferred on the delegating agency by a provision of law.” A.R.S. § 41-1081 establishes standards of delegation.

The Arizona Department of Health Services (“**ADHS**”) is authorized by A.R.S. § 36-601.01(G)(10) to delegate to a political subdivision of this state any functions, powers or duties under the Smoke-Free Arizona Act. ADHS is authorized by A.R.S. § 36-136(E) to delegate to a local health department, county environmental department, or public health services district any functions, powers, or duties that the ADHS Director (“**Director**”) believes can be competently, efficiently, and properly performed by the local health department, county environmental department, or public health services district.

Cochise County (“**County**”) is a political subdivision of this state. See A.R.S. §§ 11-104 and 38-382. As a political subdivision of this state, Cochise County, through its County Health Department, may carry out delegated functions, powers, and duties on behalf of the ADHS. See A.R.S. §§ 36-136(E), 36-182, 36-601.01(G)(10) and 41-1001(7).

A.R.S. § 11-201(A)(3) authorizes the Cochise County Board of Supervisors to enter into contracts as necessary to assist the County in exercising its powers.

This agreement revises and replaces prior agreement, Number AGR2017-042. All terms and conditions of this agreement shall supersede the prior agreement.

Therefore, the Director delegates to the County, and the County agrees to accept and perform the functions, powers, and duties described in Appendix B, in accordance with the terms and conditions of this Delegation Agreement (“**Agreement**”). The functions, powers, and duties to be retained by ADHS are described in Appendix B.

1. RECORDS AND INSPECTIONS:

- 1.1. The County agrees to retain all records and data related to the delegated functions, powers, and duties identified in Appendix B.
- 1.2. The County agrees to retain all records and data according to the Arizona State Library, Archives and Public Records, General Records Retention Schedule for All State and Local Agencies for Environmental Quality, Health, Management and Sustainability Records. See <http://apps.azlibrary.gov/records/general.aspx> for more information.
- 1.3. All records are subject to inspection and audit by the ADHS’ Office of Environmental Health (“**OEH**”). Upon receiving a request for records from OEH, the County agrees to produce a legible copy of any or all such records as requested to OEH within five (5) business days of receiving the OEH records request.

DELEGATION AGREEMENT

No. AGR2018-022

- 1.4. An OEH representative, after providing prior notice to the County, may accompany County representatives on inspection related to delegated functions and review all County records related to delegated functions, powers, and duties identified in Appendix B.
- 1.5. A County representative, after providing prior notice to OEH, may request to accompany an OEH representative on an OEH inspection for the purposes of training, information sharing, or to coordinate County and OEH actions related to delegated functions, powers, and duties identified in Appendix B.

2. ENFORCEMENT ACTIONS:

- 2.1. The County, when exercising enforcement related to delegated functions, powers, and duties, shall comply with all applicable state statutes and rules identified in Appendix B.
- 2.2. The County shall be responsible for enforcement actions for those functions, powers, and duties identified in Appendix B.
- 2.3. The County shall respond to public nuisances dangerous to public health, as specified in A.R.S. § 36-601(A), and which falls under the County's delegated functions, powers, and duties identified in Appendix B. The OEH retains the authority to also respond to public nuisances dangerous to the public health. Unless a public nuisance dangerous to public health exists, no enforcement actions on a delegated function will be initiated by the OEH until the County has received notice of a violation from OEH and the County has had five (5) business days after receipt of the OEH notice of violation to initiate an enforcement action.
- 2.4. The County shall be responsible for the following:
 - 2.4.1. Food Safety and General Sanitation Control:

See Appendix B.
 - 2.4.2. Pure Food Control:

The County shall administer and enforce the provisions of A.R.S. §§ 36-901 through 36-916 which prohibits the manufacture, sale, holdings or delivery of adulterated and misbranded foods. Where adulterated or misbranded food is manufactured, sold, held, or delivered from or within the County, and no portion of such manufacture sale, holding, or delivery occurs within any other county of the state, the County may take enforcement action without first notifying OEH. However, if any portion of the manufacture, sale, delivery, holding, or offering for sale of adulterated or misbranded food occurs within any other county of the state, no enforcement action shall be initiated by the County until after OEH has received a notice of violation and has five (5) business days from the date the notice was received to initiate an enforcement action. The County shall, within 24 hours of identifying an emergency case, provide notice of violation to the OEH of the nature and extent of the violation of state statutes or rule relating to adulterated or misbranded foods, and shall provide additional information as OEH may require. See Appendix B.

DELEGATION AGREEMENT

No. AGR2018-022

2.4.3. Smoke-Free Arizona Act

County shall be responsible for the education, inspections, investigations, and complaint responses for the Smoke-Free Arizona Act according to delegated functions, powers, and duties identified in Appendix B. The County shall forward reports of violation related to the Smoke-Free Arizona Act to the OEH for enforcement. See Appendix B.

3. FEES AND CIVIL PENALTIES:

The County is authorized to collect fees and assess civil penalties by: A.R.S. §§ 36-183.04; 36-183.05; 36-187; and 36-602. The County is also authorized to collect fees and assess civil penalties for delegated functions, powers, and duties under this Agreement, if such authority is included in the laws and rules identified in Appendix B.

4. QUALIFICATIONS OF PERSONNEL:

- 4.1. A County representative exercising delegated functions, powers, and duties identified in Appendix B with regard to Food and General Sanitation Control and Pure Food Control shall be an Arizona Registered Sanitarian authorized by A.R.S. § 36-136.01 or an unregistered individual that prepares and submit inspection reports to an Arizona Registered Sanitarian. Individuals that are not registered sanitarians shall not approve or disapprove the operation of a food establishment.
- 4.2. A County representative exercising delegated functions, powers, and duties identified in Appendix B with regard to the Smoke-Free Arizona Act, shall meet County personnel rules.

5. STANDARDS OF PERFORMANCE AND REPORTING:

- 5.1. The County's performance of delegated functions under the Agreement shall be in accordance with state statues and rules identified in Appendix B and inspections for:
 - 5.1.1. Food establishments shall be inspected at least once every six months or at a frequency outlined in section 8-401.10 and 8-401.20 of the food code.
 - 5.1.2. Semi-public bathing places shall occur at least once each calendar year and public swimming pools shall be inspected at least once each month that the public swimming pool is open for water contact recreation.
 - 5.1.3. Public schools shall occur at least once each calendar year.
- 5.2. Unregistered individuals conducting food safety inspections shall receive food code training or have completed the Food and Drug Administration's Voluntary National Retail Food Regulatory Program Standards Standard 2 prerequisite training curriculum prior to conducting independent retail food inspections.
- 5.3. The County shall provide annually a:
 - 5.3.1. Food and General Sanitation Annual Report to the OEH Food Safety & Environmental Services Section, using the form provided in Appendix C, by September 1; and
 - 5.3.2. Smoke-Free Arizona Annual Report to the OEH Smoke-Free Arizona Section, using the form provided in Appendix D, by May 10.

DELEGATION AGREEMENT
No. AGR2018-022

6. TERMINATION:

- 6.1. This Agreement may be terminated in whole or in part by the Director or the County, effective ninety (90) calendar days after either the Director or the County provides written notice of termination by certified mail to the other.
- 6.2. The County, prior to the termination of all or part of this Agreement, shall forward to the Director:
 - 6.2.1. A list and summary of the functions, powers, and duties the County is terminating;
 - 6.2.2. All pending complaints and enforcement actions received by the County for those functions, powers, and duties being terminated;
 - 6.2.3. The Smoke-Free Arizona Annual Report, identified in Appendix D, updated from the date of the last Smoke-Free Arizona Annual Report submitted to the Department for analyzing Smoke-Free Arizona activities to enforce this law, including all complaints and education outreach and enforcement activities by the County;
 - 6.2.4. A list of names of the persons and regulated facilities affected by the termination and to whom notification of termination was sent; and
 - 6.2.5. All records retained according to subsection 1.2.
- 6.3. The provisions of A.R.S. § 38-511 are incorporated herein by reference.

7. AMENDMENTS:

This Agreement may be amended by mutual approval of both the Director and the County by executing and filing a written amendment signed by both the Director and the County containing the desired modifications as required in A.R.S. § 41-1081.

8. DISPUTES:

- 8.1. Pursuant to A.R.S. § 12-1518, the Director and the County agree to use arbitration specified in A.R.S. § 12-133, should a dispute under this Agreement occur which cannot be resolved by the Director and the County.
- 8.2. In the event of a dispute between the Director and the County under this Agreement, the OEH or the County with who a matter in dispute is claimed will:
 - 8.2.1. Provide to the other a written notice of the matter in dispute and intent to resolve the matter in dispute, including a notice of proposed meeting to discuss and resolve the matter in dispute.
 - 8.2.2. After the meeting to resolve the matter in dispute, the OEH and County will implement the resolution agreed to by the OEH and the County within 10 business day of the date-of-the-meeting; unless during the meeting, the OEH and County agreed to extend the period needed for resolution.
 - 8.2.3. If after the meeting, a resolution is not reached between the OEH and the County, the matter in dispute shall be resolved through the use of arbitration as stated in subsection 8.3.

**DELEGATION AGREEMENT
No. AGR2018-022**

8.3. In the event that the dispute between the Director and the County identified in subsection 8.2 is not resolved, the Director or the County with who a matter in dispute is claimed, shall provide to the other notice of intent to seek resolution through arbitration. The Director or the County with who a matter in dispute is claimed shall proceed with arbitration as specified in A.R.S. § 12-133.

9. TERM OF AGREEMENT:

This Agreement is effective July 1, 2017 and the termination date of this Agreement is June 30, 2032. In the event a new Agreement is not executed by the termination date, the Agreement may be extended by executing requirements in Section 7 by mutual agreement by filing an amendment in accordance with the provisions of A.R.S. § 41-1081.

ARIZONA DEPARTMENT OF HEALTH SERVICES

DIRECTOR _____ DATE _____

COCHISE COUNTY HEALTH DEPARTMENT

DIRECTOR _____ DATE _____

COUNTY BOARD OF SUPERVISORS

CHAIRMAN _____ DATE _____

ATTEST

CLERK OF THE BOARD _____ DATE _____

DELEGATION AGREEMENT
No. AGR2017-042
APPENDIX A

PRIMARY CONTACT PERSONS

1. The name and address of the primary contact person for the County is:

Carrie Langley
Acting Health Director
Cochise County Health Department
1415 Melody Lane, Bldg. A
Bisbee, AZ 85603
520.432.9468

2. The name and address of the primary contact person for the ADHS is:

Eric Thomas, Chief
Office of Environmental Health
Arizona Department of Health Services
150 N. 18th Avenue, Suite 140
Phoenix, Arizona 85007
602.364.3142

DELEGATION AGREEMENT
No. AGR2017-042
APPENDIX B

1. COUNTY DELEGATED RESPONSIBILITIES:

Delegated Functions and Duties	Applicable Statutes and Rules
Swimming Pools and Bathing Places	A.R.S. § 36-132(A)(12). A.A.C. Title 9, Chapter 8, Article 8.
Bottled Water	A.R.S. §§ 36-132(A)(13) and 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 2.
Campgrounds	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 6.
Children's Camps	A.R.S. §§ 36-3901 through 36-3915 (<i>formerly 8-551 through 8-568</i>) and 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 4.
Food Establishments except for state prisons.	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 1.
Hotel and Motel Sanitation	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 13.
Public Nuisance Responses	A.R.S. §§ 36-136(A)(6) and 36-601.
Public Toilet Facilities	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 3.
Public School Sanitation	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 7.
Trailer Coach Park Sanitation	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 5.
Pure Food Control Investigations	A.R.S. §§ 36-901 through 36-916.
Smoke-Free Arizona	A.R.S. § 36-601.01 A.A.C. Title 9, Chapter 2, Article 1.

- 2. ADHS RETAINS** inspections for food establishments at state prisons not delegated to the County described in Section 1, Records and Inspections.
- 3. ADHS RETAINS** enforcement activities for reports of violation related to the Smoke-Free Arizona Act not delegated to the County described in Agreement Section 2 Enforcement Actions.

DELEGATION AGREEMENT
No. AGR2017-042
APPENDIX C

FOOD AND GENERAL SANITATION ANNUAL REPORT FORM

Jurisdiction: _____ Fiscal Year: _____

Food Program Activity Categories	Complex	Moderate	Limited	Totals
Current Number of Food Establishments				
Number of Routine Inspections				
Number of Re-inspections				
Number of Pre-Operational Inspections Performed				
Number of Food borne Illness (FBI) Complaints Evaluated/Investigated				
Number of Non-FBI Complaints Evaluated/Investigated				
Number of Compliance Proceedings (Conferences, Hearings, Court)				
Number of Food Items Detained/Embargoed "Pounds"				
Number of Temporary Food Establishment Inspections Performed				

Sanitation Inspections and Other Programs	Number of Facilities	Number of Inspections	Number of Complaint Investigations	Number of Enforcement Actions
Public & Semipublic Bathing Places				
Trailer Coach Parks				
Public School Grounds				
Camp Grounds				
Children's Camps				
Public Accommodations				
Bottled Water				

Total number of Registered Sanitarians in the Food Safety Program: _____

Total number of Sanitarian Aides in the Food Safety Program: _____

DELEGATION AGREEMENT

No. AGR2017-042

APPENDIX D

SMOKE-FREE ARIZONA ANNUAL REPORT FORM

Jurisdiction: _____ Fiscal Year: _____

Smoke-Free Arizona Activity Categories:	Individuals ¹	Public Buildings ²	Places of Employment ³	Retail Food ⁴	Other ⁵	Totals
Number of Complaints ^A (one category only)						
Number of Complaint Inspections ^B						
Number of Notice of Violations Issued ^C						
Number of Enforcement Referrals to ADHS ^D						
Number of Compliance Proceedings ^E						
Fines Assessed ^F						

A: Indicate the total number of complaints received from each category between May 1st [Year] and April 30th [Year].

B: Indicate the number of inspections/investigations conducted on-site with regards to the allegations made in the complaint. Complaint inspections do not include letters or phone calls made to the proprietor.

C: Indicate the total number of notices of violations issued. The notice of violation may or may not include an assessment of fines. Do not include the number of inspections reports or letters notifying the proprietor that a complaint has been filed.

D: Indicate the total number of establishments being referred to ADHS for enforcement.

E: Indicate the total number of compliance proceedings, this include hearings and meetings with the proprietor (and/or his representative) following the issuance of the notice of violations

F: Indicate the total amounts of money received for fines or settlements.

1: Used only for a report of violation regarding an individual who did not stop smoking when asked to quit smoking in a non-smoking area. This category is unlikely to be used.

2: Includes airport facilities, stadium, auditoriums, theaters, banks, city/county/state buildings, and similar establishments open to the general public.

3: Includes private offices or other businesses where the general public is not usually invited.

4: Includes all types of retail food establishments such as bars, restaurants grocery stores, etc. For example, a convenience store may be included in this category if this establishment has a food permit.

5: Includes all other establishments, locations, areas or spaces not defined in the categories listed above. For example, outdoor areas, courtyards, parks, bus stops, spaces lacking a physical structure, and Federal/Tribal land.

Smoke-Free Arizona Program Educational Services:	Totals
Number of Presentations (Group Events) ^A	
Number of Participants/Audience (Group Events) ^B	
Number of Consultations/Counseling Provided ^C	
Number of Media Contacts ^D	

A: Indicate the total number of presentations made between May 1st [Year] and April 30th [Year]. This category includes workshop, seminar, conference and other presentations for a group of people.

B: Indicate the total number of participants attending all the events mentioned in A. For consistency purposes, the following information should be documented at the county for each group event: *Name of the event, Date of the event, Location of the event, Title of the presentation, Number of participants/audience.*

Group Event Example: *Annual Conference; May 15-16, [Year]; Conference Center; Title of the presentation: "Understanding the Smoke-Free Arizona Act;" and Audience: 40 participants at the event.*

C: Indicate the total number consultations and counseling made between May 1st [Year] and April 30th [Year]. Consultations and counseling include routine inspections at food establishments when education is provided with regards to the Smoke-Free Arizona Act, on-site visits to businesses, meeting with business owners, etc. Consultation and counseling does not include information provided to the general public or a business owner over the phone about a general question on the Smoke-Free Arizona Act. For consistency purposes, the consultation should be documented (inspection report, logbook, daily planner, narrative, Email etc.) at the county. It should be related to a specific establishment with the date of the visit/meeting, and the name of the person who received the consultation.

D: Indicate the number of requests between May 1st [Year] and April 30th [Year] coming from the media (television, radio, newspaper) about the Smoke-Free Arizona program. This also includes contacts with the Public Information Officer or anyone else in your county.

**DELEGATION AGREEMENT
No. AGR2017-042
LETTER OF DETERMINATION**

DELEGATION AGREEMENT NO. _____

The Office of the County Attorney has determined that the Delegation Agreement made between the:

ARIZONA DEPARTMENT OF HEALTH SERVICES

AND THE

COCHISE COUNTY

is in proper form and is within the powers and authority granted under the laws of Arizona to the County Board of Supervisors (ref. A.R.S. § 11-201).

TYPED NAME OF COUNTY ATTORNEY

BY

SIGNATURE OF COUNTY ATTORNEY/DESIGNEE

TYPED TITLE OF SIGNATORY

DATE

Regular Board of Supervisors Meeting

Meeting Date: 12/05/2017

Liquor License Dollar General Store #18019 Series 10 Beer & Wine Store

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS**
Signature **Submitted for Signature:**
NOT
Required

NAME of PRESENTER: Arlethe Rios **TITLE of PRESENTER:** Clerk of the Board

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #10 (Beer & Wine Store) license submitted by Ms. Teresa Linette Trovato for Dollar General Store #18019, located at 20 S Lee St, Saint David, AZ 85630.

Background:

Ms. Teresa Linette Trovato has applied for a series #10 Beer & Wine Store liquor license for Dollar General Store #18019 located at 20 S Lee St., Saint David, AZ 85630. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

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

Ms. Trovato 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.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application Redacted

Department Review Forms

Affidavit of Posting



17 OCT 25 Lic. Lic. AM1121

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLIC USE ONLY

License # 10023179
Date Accepted: 10-25-17
CSE: C.A.

Application for Liquor License
Type or Print with Black Ink

Tax# 121-05-004 C

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- Interim Permit
New License
Person Transfer
Location Transfer (series 6, 7 and 9)
Probate/ Will Assignment/ Divorce Decree (No Fees)
Seasonal

SECTION 2 Type of Ownership

- J.T.W.R.O.S.
Individual
Partnership
Corporation
Limited Liability Co
Club
Government
Trust
Tribe
Other (Explain)

SECTION 3 Type of license

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)

1.Type of License (restaurant, bar etc.): 2. LICENSE # (if issued): 10023179

SECTION 4 Applicants

1. Agent's Name: Travuto Last, Teresa First, Linette Middle
2. Applicant/Licensee Name:
3. Business Name (Doing Business As-DBA): Dollar General Store # 18019
4. Business Location Address:
5. Mailing Address:
6. Business Phone:
7. Email Address:

AMENDMENT

8. Is the Business located within the incorporated limits of the above city or town? Yes No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Cochise County

Fees: \$150 Application, Interim Permit, Department Use Only, Site Inspection, Current Finger Prints, \$100.00 Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes No

'17 OCT 25 Lic. Lic. RM1121 '17 SEP 28 Lic. Dept RM 8 56



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLIC USE ONLY

License #	10023179
Date Accepted:	10-25-17
CSR:	C.A.

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- Interim Permit
- New License
- Person Transfer
- Location Transfer (series 6, 7 and 9)
- Probate/ Will Assignment/ Divorce Decree (No Fees)
- Seasonal

SECTION 2 Type of Ownership

- J.T.W.R.O.S.
- Individual
- Partnership
- Corporation
- Limited Liability Co
- Club
- Government
- Trust
- Tribe
- Other (Explain) _____

SECTION 3 Type of license

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application) A.R.S. § 4-206.01 (G), (H), (I) & (L)
- Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies) A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): Series 10 2. LICENSE # (if issued): 10023179

SECTION 4 Applicants

1. Agent's Name: Trovato Teresa Linette
Last First Middle

2. Applicant/Licensee Name: DG Retail, LLC
(Ownership name for type of ownership checked on section 1)

3. Business Name (Doing Business As-DBA): Dollar General Store #18019

4. Business Location Address: 20 S. Lee St Saint David AZ 85630 Cochise
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: 100 Mission Ridge Attn: Tax Dept. Goodlettsville TN 37072
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 520.720.4760 Daytime Contact Phone: 615.613.1798

7. Email Address: tax-beerandwinelicense@dollargeneral.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? _____

Fees: \$100	<u>0</u>	Department Use Only	<u>Current</u>	\$100.00
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.
 1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 7/15/2005 State where Incorporated/Organized: TN
 b) AZ Corporation or AZ L.L.C. File No: R12264236 Date authorized to do business in AZ 9/1/2005

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
DG Promotions, Inc.			Member	100%	100 Mission Ridge	Goodlettsville	TN	37072

(Attach additional sheet if necessary)

SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S. § 4-203.01 For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. § 4-203.01 (A)

1. Enter license number currently at the location: _____

2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

I, (Signature) _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.

NOTARY	
State of Arizona	}
County of _____	}
On this _____ Day of _____, 20____ before me personally appeared _____	
<small>Day</small>	<small>Month</small>
<small>Year</small>	<small>(Print Name of Document Signer)</small>
Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.	
(Affix Seal Above)	_____ Signature of NOTARY PUBLIC

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204
 EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

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

2. Assignee's Name: _____
 Last First Middle

License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

Dollar General Corporation – Publically traded entity

|

Owns

|

DG Promotions, Inc.
(No officer holds more than 10%)

|

Owns

|

DG Retail, LLC
(100% - Member)

DG Promotions, Inc.: A wholly owned subsidiary of the publically traded Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Steven R. Deckard Chief Executive Officer

John Garratt Chief Financial Officer

DG Retail, LLC: A wholly owned subsidiary of DG Promotions, Inc.
100 Mission Ridge
Goodlettsville, TN 37072

John Garratt Chief Financial Officer

Lawrence Gatta Senior Vice President & General Merchandise Manager

SECTION 8 Government (for Cities, Towns or Counties only)

1. Government Entity: _____
2. Person/Designee: _____
Last First Middle Daytime Contact Phone #

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

SECTION 9 Person to Person - Current Licensee Information ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only - Series 06, 07 and 09)

1. License #: _____
2. Current Agent Name: _____
Last First Middle
3. Current Licensee Name: _____
(Exactly as it appears on the license)
4. Current Business Name: _____
(Exactly as it appears on the license)
5. Current Daytime Phone: _____ Primary Email Address: _____
6. Does current licensee intend to operate the business while this application is pending? Yes No
7. I authorize the transfer of this license to the applicant: _____
Signature of Agent or Individual controlling person

NOTARY

State of Arizona

County of _____ }

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

A.R.S. §4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

*17 OCT 25 Lic. Lic. #M1121

1. Distance to nearest School: 1267.20 feet Name of School: _____
(If less than one (1) mile note footage)

Address: _____

2. Distance to nearest Church: 2217.60 feet Name of Church: _____
(If less than one (1) mile note footage)

Address: _____

SECTION 11 Business Financials A.R.S. §4-202(F)

1. I am the:

- Tenant: a person who holds the lease of a property; a lessee.
- Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

AZ DLEC
OCT 17 2017.

2. If the premises is leased give lessors: Name: _____

Address: _____
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____

4. Total money borrowed for the Business not including lease? \$ _____

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
AMENDMENT							

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

Yes No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?

Yes No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

Walk-up or drive-through windows

Patio: Contiguous Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

Yes No If yes, what is your estimated completion date? ____/____/____

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

#100 83180
Dellav General Store #18079
Travato, Teresa Linette

1. Distance to nearest School: .24 miles Name of School: Saint David Elementary School
 (if less than one (1) mile note footage) Address: 70 E. Patton St., St. David AZ 85630

2. Distance to nearest Church: .42 miles Name of Church: The Church of Jesus Christ of Latter-Day Saints
 (if less than one (1) mile note footage) Address: 39 W. Patton St., St. David AZ 85630

SECTION 11 Business Financials A.R.S.§4-202(F)

1. I am the:

- Tenant: a person who holds the lease of a property; a lessee.
- Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

2. If the premises is leased give lessors: Name: DCM Development Company, LLC
 Address: 4122 E. Grant Rd Tucson AZ 85712
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ 0 or Other: _____

4. Total money borrowed for the Business not including lease? \$ 0

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

Yes No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?

Yes No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

Walk-up or drive-through windows

Patio: Contiguous

Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

Yes No If yes, what is your estimated completion date? ____/____/____

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. 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 the service areas or the square footage of the licensed premises, either by increase or decrease.

TLT

Applicants Initials

RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature) _____, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

<u>NOTARY</u>		<i>* See Attached Notary</i>
State of Arizona	}	
County of _____	}	
On this _____ Day of _____, 20____ before me personally appeared _____		
<small>Day</small>	<small>Month</small>	<small>(Print Name of Document Signer)</small>
Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.		
		_____ Signature of NOTARY PUBLIC
(Affix Seal Above)		

A.R.S. §41-1030. Invalidity of rules not made according to this chapter, prohibited agency action: prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

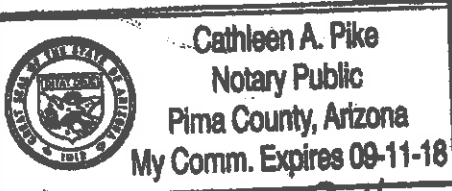
NOTARY

Teresa Trovato

I, (Print Full Name) Teresa Trovato, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X (Signature) Teresa Trovato

State of Arizona County of Pima



The foregoing instrument was acknowledged before me this 24th of August, 2017

Day Cathleen A. Pike Month Year

Signature of NOTARY PUBLIC

My commission expires on: 9-11-2018

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter: prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

*17 OCT 25 Liq. Lic. #11121

*17 SEP 28 Liq. Dept #1856



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with **Black Ink**

*Fp Cement
Rec'd 6/16/17*

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

Pl 07 1998 C.A.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 10023179
(if the location is currently licensed)

1. Check the Appropriate Box →

<input type="checkbox"/> Controlling Person (complete all questions)	<input checked="" type="checkbox"/> Agent (complete all questions)	<input type="checkbox"/> Manager (complete all questions except #12)
---	---	---

2. Name: Trovato Teresa Linette Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Driver License #: _____ State: AZ
(NOT a public record)

4. Place of birth: Moline IL US Height: 5'3 Weight: 130 Eyes: Hazel Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Trovato Massimo Birth Date: _____
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: 2013
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 615.613.1798 E-mail address: tdavis@dollargeneral.com

8. Business Name: Dollar General Store #18019 Business Phone: 520/120/4160

9. Business Location Address: 20 S. Lee St Saint David AZ Cochise 85630
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
2/15	CURRENT	District Manager	Dollar General Corp - 100 Mission Ridge, Goodlettsville TN 37072
12/14	2/15	Unemployed	5661 N. Placita Amanecer, Tucson AZ 85718
11/11	12/14	Market Manager	Walmart Corp - 702 SW 8th St, Bentonville, AR 72716

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
4/16	CURRENT	Own	2321 E. Camino La Zorrera	Tucson	AZ	85718
8/14	4/16	Rent	5661 N. Placita Amanecer	Tucson	AZ	85718
4/98	4/16	Own	7551 La Jessica Circle	Kalamazoo	MI	49009

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.) Yes No
14. Have you been 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 five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. Yes No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Name) Teresa Linette Trovato, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

SIGNATURE: Teresa Linette Trovato

NOTARY

State of Arizona

County of Pima

On this 24th Day of August, 2017

Day

Month

Year

before me personally appeared Teresa L. Trovato

(Print Name of Document Signer)

whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she executed the above/attached document.



Catherine A. Pike
Notary Public
Pima County, Arizona
My Comm. Expires 09-11-18

Catherine A. Pike

Signature of NOTARY PUBLIC

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____



State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

**ARIZONA STATEMENT OF CITIZENSHIP
 OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

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), nonimmigrant, 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 § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

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 a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I - APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Teresa Linette Trovato

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No

If Yes, indicate place of birth:

City Moline State (or equivalent) IL Country or Territory United States

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: Arizona Drivers License
 Go to Section IV.

If you answered No, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non Immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

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 and evidence I have given are true and correct to the best of my knowledge.

Teresa Linette Trovato
Individual Owner/Agent Printed Name

04/08/17
Today's Date

Teresa Trovato
Individual Owner/Agent Signature

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

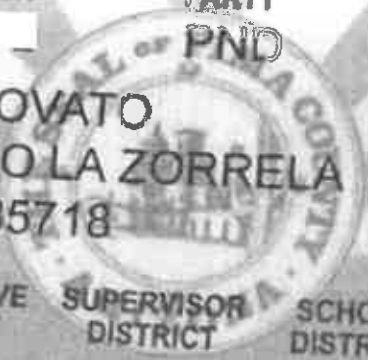
17 OCT 25 109. 114 #1114

VOTER NOTIFICATION PIMA COUNTY, ARIZONA E. ANN RODRIGUEZ, RECORDER 724-4330

PCT 56 I.D. NUMBER [REDACTED] PARTY PND DATE REGISTERED 1/4/2017

TERESA L TROVATO
2321 E CAMINO LA ZORRELA
TUCSON, AZ 85718

CONGRESS DISTRICT 02 LEGISLATIVE DISTRICT 09 SUPERVISOR DISTRICT 01 SCHOOL DISTRICT 16 CITY XXX WARD XX



Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION



1 CLASS D 2a E ID NONE 4a DLN [REDACTED]
12 REST B 3 DOB [REDACTED]

1 TROVATO
2 TERESA L
4 2321 E CAMINO LA ZORRELA
TUCSON, AZ 85718-3018

4b EXP 08/30/2021 4a ISS 01/04/2017

15 SEX F 16 EYES HAZ
16 HGT 5'-0 1/2" 17 HAIR BRO
17 WGT 130 lb

Teresa Trovato

DONOR

5 DD 1550B6637T1017T5

AZ DLLC
JUN 15 2017

Certificate #284221

Certificate of Completion
For
Title 4 BASIC Liquor Law Training

<input type="checkbox"/>	On-site
<input type="checkbox"/>	Off-site
<input checked="" type="checkbox"/>	On- and off-site

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are restricted to a state-approved training provider and, when issued, the Certificate is signed by the course instructor.

The State requires BASIC Title 4 training only as a prerequisite for MARIJUANA Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed on the back of this Certificate. Licenses sometimes require BASIC Title 4 training as a condition of employment.

A replacement Certificate of Completion for Title 4 training must be applied through the training provider for two years after the original certificate date.

Student Information

TERESA TROYATO

(A.S. Name please print)

Teresa Troyato
Signature

05-19-2017

Training Completion Date

05-18-2020

Certificate Expiration Date

(Three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

P.O. Box 182, Madison, South Dakota 57042

Working Address

1- (800) 247-7737

Daytime Contact Phone Number

Robert Oshman

(Instructor Name please print)

Certify that the above named individual did successfully complete

Title 4 BASIC Training in accordance with A.R.S. §4-112(O)(2) and Arizona Administrative Code [A.A.C.]R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion may result in the revocation of State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert Oshman
Instructor Signature

19 / 05 / 2017
Day Mo Year

Factors required to complete BASIC & MARIJUANA Title 4 training: 1) owners actively involved in the daily business operations of a liquor license business or a similar listed below
2) license, agent and reception actively involved in the daily business operations of a liquor license business or a similar listed below

Private Alcohol-Only (Series 3)	Government (Series 2)	Bar (Series 4)	Bar & Wine (Series 7)
Concessions (Series 8)	Liquor Store (Series 9)	Private Club (Series 14)	Hotel/Hotel-restaurant (Series 11)
Restaurants (Series 12)	Off-site from Winery (Series 13)		Bar & Wine Store (Series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The qualifications which entitles a manager to a license and the agent change form (which obligates a new agent to active liquor license) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 13, 2013

17 JUN 9 Liqu. Dept RM 757

Certificate #284225

Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training

AZ DLLC
JUN 15 2017

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file of the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

TERESA TROVATO

Full Name (please print)

Teresa Trovato

Signature

05-19-2017

Training Completion Date

05-18-2020

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

P.O. Box 192, Madison, South Dakota 57042

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert Graham

Instructor Signature

19 / 05 / 2017
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

17 OCT 25 Liq. Lic. #1121

17 SEP 28 Liq. Dept #1856



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

FP Current
Rec'd 5-17-16

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

PL069966 CA

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 10073179
(if the location is currently licensed)

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Manager. Controlling Person is checked.

2. Name: Gatta, Jr. Lawrence Joseph Birth Date:
Last First Middle (NOT a public record)

3. Social Security #: Driver License #: State: TN
(NOT a public record)

4. Place of birth: Niles OH US Height: 5'11 Weight: 195 Eyes: Blue Hair: Grey
City State COUNTRY (not county)

5. Name of current/most recent spouse: Gatta Brenda Denise Saykes Birth Date:
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency:
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 615.855.5533 E-mail address: lgatta@dollargeneral.com

8. Business Name: Dollar General Store #18019 Business Phone: 520.780.4760

9. Business Location Address: 20 S. Lee St Saint David AZ Cochise 85630
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Row 1: 2/2009, CURRENT, Senior Vice President, Dollar General Corp - 100 Mission Ridge, Goodlettsville TN 37072.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
3/2009	CURRENT	Own	544 Windstone Blvd.	Brentwood	TN	37027

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.) Yes No
14. Have you been 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 five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202,4-210 Yes No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. Yes No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in?
A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Name) Larry Gatta, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

SIGNATURE: *Larry Gatta*

NOTARY

State of ~~Arizona~~ ^{TN} }
County of Davidson }

On this 4th Day of August, 2017 before me personally appeared Lawrence Gatta
(Print Name of Document Signer)

whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Alan G...
Signature of NOTARY PUBLIC

(Affix Seal Above)

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____

17 OCT 25 Lic. Lic. #1121

17 SEP 28 Lic. Dept #1856



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

*FP Consent
Rec'd 3-17-16*

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with **Black Ink**

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

PL075828 A4

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 10023179

(If the location is currently licensed)

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person (complete all questions)	<input type="checkbox"/> Agent	<input type="checkbox"/> Manager (complete all questions except #12)
--	--------------------------------	---

2. Name: Garratt John William Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Driver License #: _____ State: TN
(NOT a public record)

4. Place of birth: Canton OH US Height: 5'10 Weight: 170 Eyes: Blue Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Garratt Bridget Biagi Birth Date: _____
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: _____
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 615.855.5547 E-mail address: kgarratt@dollargeneral.com

8. Business Name: Dollar General Store #18019 Business Phone: 500/700/4760

9. Business Location Address: 20 S. Lee St Saint David AZ Cochise 85630
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/2014	CURRENT	Chief Financial Officer	Dollar General Corp - 100 Mission Ridge, Goodlettsville TN 37072
9/2004	10/2014	VP, Finance & Division Controller	YUM! Brands, 1441 Gardiner Lane, Louisville KY 40213

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
10/2014	CURRENT	Own	1025 Championship Blvd.	Franklin	TN	37064
5/1999	10/2014	Own	2773 Brassfield Circle	Shelbyville	KY	40065

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years? (Must provide the DLLC-approved certificate of completion issued by a course provider.) Yes No
14. Have you been 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 five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. Yes No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Name) John Garratt, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

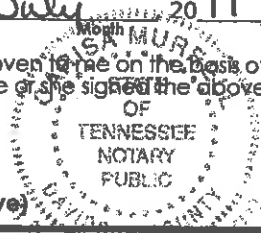
SIGNATURE: *John Garratt*

NOTARY

State of ~~Arizona~~ TN)
 County of Davidson)

On this 26 Day of July, 2017 before me personally appeared John Garratt
(Print Name of Document Signer)

whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



Samuel Garratt
Signature of NOTARY PUBLIC

(Affix Seal Above)

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____



Arizona Department of Liquor Licenses and Control, Lic. AM1121
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

APPLICANT/CONTROLLING PERSON AFFIDAVIT

TO BE COMPLETED BY THE ORGANIZATION'S PRESIDENT.
 IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization: DG Promotions, Inc. (Member of DG Retail, LLC)
 Affidavit of: Steven R. Deckard
 Position/Title: Chief Executive Officer
 State of: Tennessee AZ Corp./L.L.C. #: R12264236
 County of: Davidson State Incorporated: Tennessee
 The undersigned, Lawrence Gatta Being first sworn under oath declares:

1. In connection with this organization's application to obtain a liquor license for our operation(s) in Arizona, have complete d and delivered to the Arizona Department of Liquor Licenses and Control the required questionnaire and fingerprint card
2. The required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who direct or are involved in the direction of the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and delivered to the Arizona Department of Liquor Licenses and Control.

Name and title of such individuals are as follows (or list attached):

- 1) Lawrence Gatta - VP
- 2) John Garratt - CFO
- 3) _____
- 4) _____

3. There are, in addition to those submitting questionnaires and fingerprint cards, other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals directs or is involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

Such members and positions, along with date and place of birth, are as follows (or list attached):

- 1) Steven R. Deckard - Chief Executive Officer - Vincennes, IN
 2) _____
 3) _____
 4) _____

4. None of the individuals listed under item #3 possesses the power to vote ten percent (10%) of the outstanding voting securities of this organization, nor can any of them control the election of one or more of the Board of Directors or managing members of the organization.
5. Finally, on information and belief, none of the individuals listed under item #3 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

DATED this 16th day of October, 2017
Day Month Year

I, (Print Full Name) Lawrence Gatta declare that I am the APPLICANT filing this notification.
 I have read this document and the contents and all statements are true, correct and complete.

X (Signature) *Lawrence Gatta*

State TN County of Davidson
 The foregoing instrument was acknowledged before me this

16th day of October, 2017
Day Month Year

My Commission Expires on: July 8, 2019 *Chris Grinnell*
Date Signature of Notary Public

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Wednesday, October 25, 2017 8:56 AM
To: 'Burnett, Carmen'; tax-beerandwinelicense@dollargeneral.com
Subject: Series 10 Applications - Teresa Linette Trovato

Importance: High

Good Morning,

Amendments have been received, thank you. The five Series 10 Applications with Teresa Linette Trovato as agent has been accepted and pending liquor licenses are:

Dollar General Store #11124- Pending Liquor License 10023177
Dollar General Store #16206- Pending Liquor License 10023178
Dollar General Store #18019- Pending Liquor License 10023179
Dollar General Store #18117- Pending Liquor License 10023180
Dollar General Store #17334- Pending Liquor License 10123073

Application fees of \$500.00 will be processed by the end of today. The average processing time for your liquor license application to process (75-105 days).

The Department of Liquor will be e-mailing a copy of your application to local governing body which you've indicated as Cochise County for (#16206/#18019/#18117) and Santa Cruz County (#17334); mail to Bisbee (#11124), in which they will have 60 days to either approve or disapprove application.

Upon recommendation, the local governing body will notify the Department of Liquor in which a final review will be done. If nothing further is needed by that time and application is approved by supervisor, there will be a final issuance fee to issue your liquor license to you.

For a Series 10 liquor license, final issuance fee will be either \$1525/ \$1550 depending if you fall into full year/ half year issuance fees (the Department will notify you when fees are needed; fees are not due now).

If you have any questions or concerns at this time, please let me know.



Cynthia Abrigo

Customer Service Representative

Department of Liquor Licenses and Control

800 West Washington St., 5th Floor

Phoenix, Arizona 85007

P:602-364-0674 | F: 602-542-5707

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Monday, October 23, 2017 4:29 PM
To: 'Burnett, Carmen'; 'tax-beerandwinlicense@dollargeneral.com'
Subject: RE: 4 out of 4 E-mail-Series 10 Applications--Teresa Linette Trovato
Attachments: App_#16206.pdf; App_#17334.pdf; App_#18019.pdf; App_#18117.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon,

These applications have not been processed as of yet. I will most likely get to these tomorrow. However, I noticed the following cities and towns do not have Local Governing Body contacts with the Department of Liquor and wanted to verify if these applications fell into the following:

On Application for Dollar General #16206

- **Section 4, Question 8: Indicates business location address falls within the Town of Hereford. However, the Department of Liquor does not have a listed local governing body for Hereford, AZ; could this business location address fall within the incorporated limits of Cochise County or another town, city, or county?**
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.
 - If business location address does not fall within the Town limits of Hereford, AZ please amend Section 4, Question 8, please find attached blank application.

On Application for Dollar General #17334

- **Section 4, Question 8: Indicates business location address falls within the Town of Sonoita. However, the Department of Liquor does not have a listed local governing body for Sonoita, AZ; could this business location address fall within the incorporated limits of Santa Cruz County or another town, city, or county?**
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.
 - If business location address does not fall within the Town limits of Sonoita, AZ please amend Section 4, Question 8, please find attached blank application.

On Application for Dollar General #18019

- **Section 4, Question 8: Indicates business location address falls within the Town of Saint David. However, the Department of Liquor does not have a listed local governing body for Saint David, AZ; could this business location address fall within the incorporated limits of Cochise County or another town, city, or county?**
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.

- If business location address does not fall within the Town limits of Saint David, AZ please amend Section 4, Question 8, please find attached blank application.

On Application for Dollar General #18117

- Section 4, Question 8: Indicates business location address falls within the Town of Sunsites. However, the Department of Liquor does not have a listed local governing body for Sunsites, AZ; could this business location address fall within the incorporated limits of Cochise County or another town, city, or county?
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.
 - If business location address does not fall within the Town limits of Sunsites, AZ please amend Section 4, Question 8, please find attached blank application.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Cynthia Abrigo
Sent: Thursday, October 19, 2017 12:04 PM
To: 'Burnett, Carmen' <carmen.burnett@squirepb.com>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Amended diagrams have been received, thank you.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [<mailto:carmen.burnett@squirepb.com>]
Sent: Wednesday, October 18, 2017 3:21 PM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Attached are the revised diagrams.



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [<mailto:Cynthia.Abrigo@azliquor.gov>]
Sent: Monday, October 16, 2017 4:38 PM

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Thursday, October 19, 2017 12:04 PM
To: 'Burnett, Carmen'; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Amended diagrams have been received, thank you.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [mailto:carmen.burnett@squirepb.com]
Sent: Wednesday, October 18, 2017 3:21 PM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Attached are the revised diagrams.



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [mailto:Cynthia.Abrigo@azliquor.gov]
Sent: Monday, October 16, 2017 4:38 PM
To: tax-beerandwinelicense@dollargeneral.com
Cc: Burnett, Carmen <carmen.burnett@squirepb.com>
Subject: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato
Importance: High

Good Morning,

Per first e-mail sent, just a reminder, the (1) original Applicant/Controlling Person Affidavit form will be needed and the other 13 applications can have copies of that (1) original one.

Upon review of the 14 Series ten applications, 5 of the 14 applications with Rhonda Tilton as agent, the following amendments are needed to accept:

On Application for Dollar General #11124

Section 10, Question 2: On application, distance to nearest church of The Church of Nazarene was .24 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Thursday, October 19, 2017 12:02 PM
To: 'Burnett, Carmen'; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Amendments received, thank you.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [mailto:carmen.burnett@squirepb.com]
Sent: Tuesday, October 17, 2017 10:34 AM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Attached are the application amendments.



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [mailto:Cynthia.Abrigo@azliquor.gov]
Sent: Monday, October 16, 2017 4:38 PM
To: tax-beerandwinelicense@dollargeneral.com
Cc: Burnett, Carmen <carmen.burnett@squirepb.com>
Subject: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato
Importance: High

Good Morning,

Per first e-mail sent, just a reminder, the (1) original Applicant/Controlling Person Affidavit form will be needed and the other 13 applications can have copies of that (1) original one.

Upon review of the 14 Series ten applications, 5 of the 14 applications with Rhonda Tilton as agent, the following amendments are needed to accept:

On Application for Dollar General #11124

Section 10, Question 2: On application, distance to nearest church of The Church of Nazarene was .24 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #16206

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Tuesday, October 17, 2017 11:27 AM
To: 'Burnett, Carmen'; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman

Good Afternoon,
Diagrams were faxed at your attention, total of 13 pages (including cover sheet).

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [mailto:carmen.burnett@squirepb.com]
Sent: Tuesday, October 17, 2017 10:21 AM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Cc: Aimee Rodriguez <Aimee.Rodriguez@azliquor.gov>; Annie Mckinney <annie.mckinney@azliquor.gov>; Arlene Moreno <Arlene.Moreno@azliquor.gov>
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman

Please fax them to my attention at 602.253.8129.
Thank you



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [mailto:Cynthia.Abrigo@azliquor.gov]
Sent: Tuesday, October 17, 2017 10:17 AM
To: Burnett, Carmen <carmen.burnett@squirepb.com>; tax-beerandwinelicense@dollargeneral.com
Cc: Aimee Rodriguez <Aimee.Rodriguez@azliquor.gov>; Annie Mckinney <annie.mckinney@azliquor.gov>; Arlene Moreno <Arlene.Moreno@azliquor.gov>
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman
Importance: High

Good Morning Carmen,
These are new applications, therefore Records Department will not have these applications on file. If you do not have an original copy of the diagram, I can fax them to you or if you wish to come in person to make the corrections, please let me know.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [<mailto:carmen.burnett@squirepb.com>]
Sent: Tuesday, October 17, 2017 9:51 AM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman

Cynthia – Attached are the application amendments. I'm waiting for the records dept. to send me copies of the submitted diagrams and will send those over as soon as I receive them.



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [<mailto:Cynthia.Abrigo@azliquor.gov>]
Sent: Monday, October 16, 2017 4:38 PM
To: tax-beerandwinelicense@dollargeneral.com
Cc: Burnett, Carmen <carmen.burnett@squirepb.com>
Subject: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman
Importance: High

Good Morning,

Upon review of the 14, Series ten applications for DG Retail, LLC the one consistent item I am missing is, **one original Applicant/Controlling Person Affidavit form**. All 14 Series ten applications have the same copy with the notary stamp from 8/4/17. In order to move forward with processing, **1 original Applicant/Controlling Person Affidavit form** will be needed and the other 13 applications can have copies of that (1) original one.

However, the 2 out of 14 applications with Thomas Gene Luman are agent, the following amendments are needed:

On Application for Dollar General #17583

Section 10, Question 1: On application, distance to nearest school of Alta Vista High School was .19 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Section 10, Question 2: On application, distance to nearest church of Calvary Evangelistic Church was .64 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Section 11, Question 4: On application, question was left blank. Please answer, if none indicate "none" if there are lenders or person that are owed money, please list in list provided or on an attached sheet if necessary.

Section 11, Question 5: On application, question was left blank. Please answer, if yes, attach explanation.

Section 11, Question 6: On application, question was left blank. Please answer, if yes, attach explanation.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #19051

Section 10, Question 2: On application, distance to nearest church of Sandario Baptist Church was .34 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.



#34 on fax activity
Log, C.A.

17 OCT 17 11:30 AM 111113

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 WASHINGTON 5th FLOOR
PHOENIX, AZ. 85007-2934

F A X C O V E R S H E E T

DATE: 10/17/17

TIME: 11:30 AM

TO: CARMEN BURNETT

PHONE: (602) 528-4020

FAX: (602) 253-8129

FROM: CYNTHIA ABRIGO
Customer Service Representative

PHONE: (602) 364-0674

FAX: (602) 542-5707

RE: DIGRAMS FOR SERIES 10 APPLICATIONS

NO. OF PAGES INCLUDING COVERSHEET: 13

Message

Good Afternoon,

Attached is requested copies of 12 diagrams for the following Series 10 Applications DBA:

1. Application for Dollar General #17583
2. Application for Dollar General #19051
3. Application for Dollar General #17515
4. Application for Dollar General # 18114
5. Application for Dollar General # 17831
6. Application for Dollar General #16457
7. Application for Dollar General #19017
8. Application for Dollar General #11124
9. Application for Dollar General #16206
10. Application for Dollar General #17334
11. Application for Dollar General #18019
12. Application for Dollar General #18117

If you have any questions or concerns, please contact me at 602-364-0674 or by e-mail cynthia.abrigo@azliquor.gov. Thank you.

ACTIVITY REPORT

TIME : 10/17/2017 11:28
 NAME :
 FAX :
 TEL :
 SER.# : BR0D4V503689

NO.	DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
#034	10/17	11:21	6022538129	06:25	13	OK	TX

BUSY: BUSY/NO RESPONSE
 NG : POOR LINE CONDITION / OUT OF MEMORY
 CV : COVERPAGE
 PDL : POLLING
 RET : RETRIEVAL
 PC : PC-FAX

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Monday, October 16, 2017 4:38 PM
To: tax-beerandwinelicense@dollargeneral.com
Cc: 'Burnett, Carmen'
Subject: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato
Attachments: Application_#11124.pdf; Application_#17334.pdf; Application_#18019.pdf; Application_#18117.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

Per first e-mail sent, just a reminder, the (1) original Applicant/Controlling Person Affidavit form will be needed and the other 13 applications can have copies of that (1) original one.

Upon review of the 14 Series ten applications, 5 of the 14 applications with Rhonda Tilton as agent, the following amendments are needed to accept:

On Application for Dollar General #11124

Section 10, Question 2: On application, distance to nearest church of The Church of Nazarene was .24 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #16206

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #17334

Section 10, Question 2: On application, distance to nearest church of Sonoita Bible Church was .18 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #18019

Section 10, Question 1: On application, distance to nearest school of Saint David Elementary School was .24 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Section 10, Question 2: On application, distance to nearest church of The Church of Jesus Christ of Latter-Day Saints was .42 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #18117

Section 10, Question 2: On application, distance to nearest church of The Church of Jesus Christ of Latter-Day Saints was .17 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

Attached is a blank, fillable Application forms, if you could please open each file, only type in requested information, save each document and e-mail both back to me as an attachments.

I would also like to inform you that we are now required to send back incomplete applications if the following information is not received after 7 business days of sending this request.



Cynthia Abrigo

Customer Service Representative
Department of Liquor Licenses and Control
800 West Washington St., 5th Floor
Phoenix, Arizona 85007
P:602-364-0674 | F: 602-542-5707
cynthia.abrigo@azliquor.gov

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please promptly contact the sender by reply e-mail and destroy the original message. If you wish to opt out of receiving e-mails, please contact the sender.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 20 S. Lee St.
Business Name: Dollar General Store #18019 City/Zip: Saint David 85630
Liquor License #: 10023179 Parcel #: 121-05-004C
Ownership Type: Limited Liability Co. Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. 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: The Sheriff's Office has not had a significant number of calls to the above address in the last 5 years.

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

Approval

Disapproval

No Recommendation

Name: Richard Morales

Signature: 

Contact phone: 520 353-5087

Title: Lieutenant

Date: 11/15/17

Email: Rdmorales@cochise.az.gov

Return completed form with any attachments by: 11/10/2017

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 20 S. Lee St.
Business Name: Dollar General Store #18019 City/Zip: Saint David 85630
Liquor License #: 10023179 Parcel #: 121-05-004C
Ownership Type: Limited Liability Co Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

XXX Yes No

If not, please attach pertinent documentation.

Comments:

THIS PARCEL IS EXIST FOR 2018 TAXES THE A PARENT PARCEL IS 121-05-004-011 AS OF NOW THE 2017 TAXES ARE DUE IN OCTOBER 2017 AND BECOMES DELIQUENT AFTER NOVEMBER 1ST 2017 BUT THEY HAVE TO JANUARY 3RD 2018 TO PAY THE FULL YEAR WITHOUT INTEREST ON THE FIRST HALF .

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 11/6/2017
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 11/10/2017

COCHISE COUNTY BOARD OF SUPERVISORS



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

For Internal use only:	
___	Restaurant/Hotel-Motel
___	Club/Government
___	Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato **Address:** 20 S. Lee St.
Business Name: Dollar General Store #18019 **City/Zip:** Saint David 85630
Liquor License #: 10023179 **Parcel #:** 121-05-004C
Ownership Type: Limited Liability Co **Liquor License** **Special Event Liquor License**
Partner(s): _____

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 <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	---	---

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Zoning: GB (General Business)
Use permitted by P&Z? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Permit#: 17-00155
Date Permit Issued: 04/20/2017	Use Permitted: Retail Store
If use not permitted, is it LNC? Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	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.

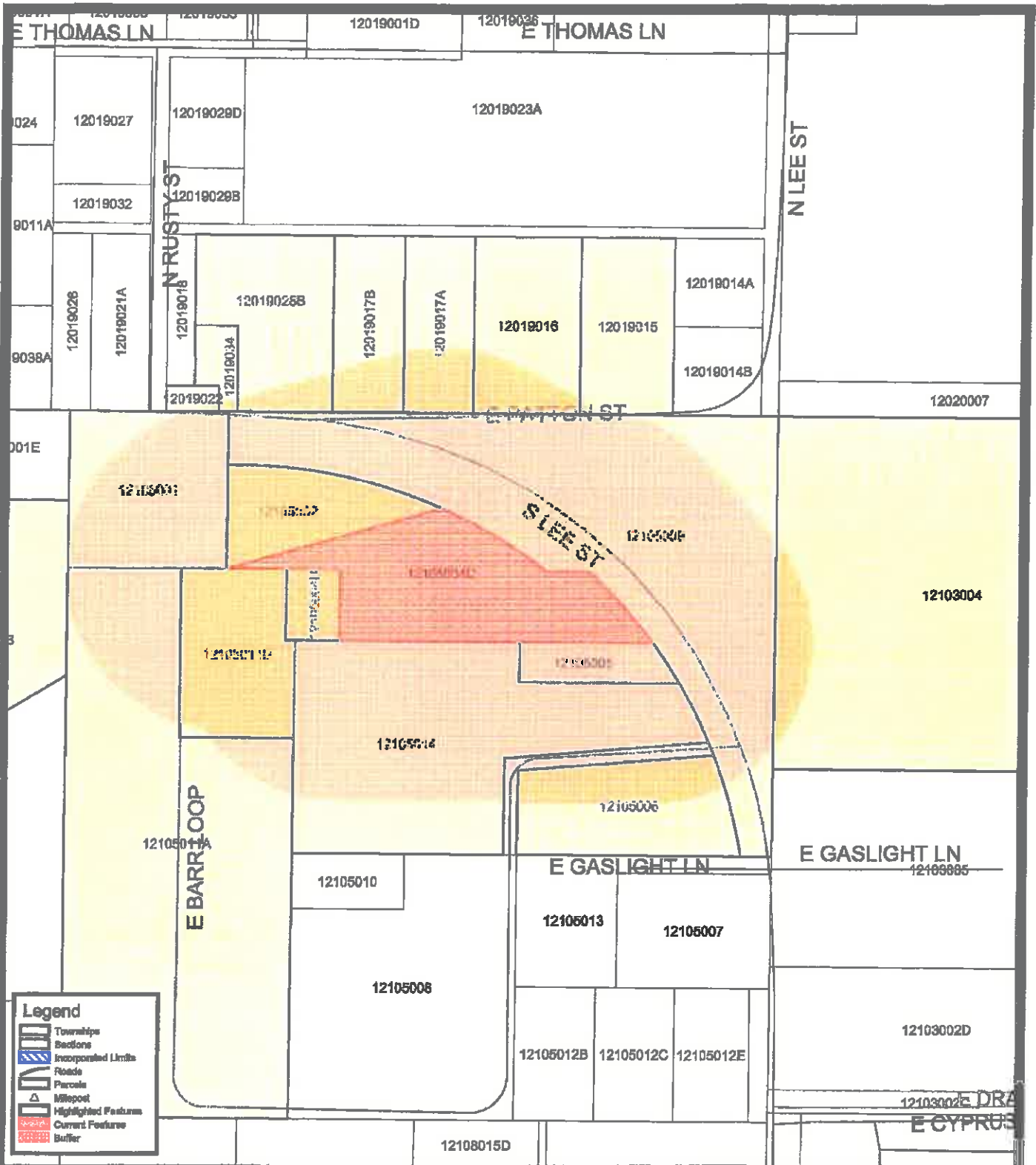
The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

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.

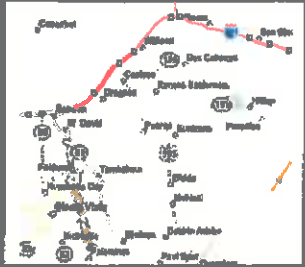
Name: Dora V Flores **Title:** Zoning Administrator
Signature: Dora V Flores **Date:** November 7, 2017
Contact phone: 520-432-9300 **Email:** dflores@cochise.az.gov

Return completed form with any attachments by: 11/10/2017



Legend

- Township
- Section
- Incorporated Limits
- Road
- Parcel
- Milepost
- Highlighted Feature
- Current Footcure
- Buffer



121-05-004C
Dollar General
Liquor License Review

This map is a product of the
 Cochise County GIS
 Information Technology Dept.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 20 S. Lee St.
Business Name: Dollar General Store #18019 City/Zip: Saint David 85630
Liquor License #: 10023179 Parcel #: 121-05-004C
Ownership Type: Limited Liability Co Liquor License Special Event Liquor License
Partner(s): _____

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:

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: Interim Director Env Health Division
Signature:  Date: 11/6/17
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 11/10/2017



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: 11-7-2017 Date of Posting Removal: 11-28-2017

Applicant's Name: Trovato Teresa Linette
Last First Middle

Business Address: 20 S. Lee St. Saint David 85630
Street City Zip

License #: 10023179

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.

CHRIS SAVIOR LOPE COMPLIANCE OFFICER 520.432.9300
Print Name of City/County Official Title Phone Number

Chris Savor 11/28/17
Signature Date Signed

Return this affidavit with your recommendations (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.

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Tuesday, November 7, 2017

PLACE HERE TO BE HEARD BEFORE THE

Richmond County Board of Supervisors

PLACEMENT DATE: 6:00 PM / DATE OF HEARING: Tuesday, December 5, 2017

HEARING DATE: SUBJECT TO CHANGE. TO VERIFY CALL 504-432-9300

IF YOU ARE THE APPLICANT OR HAVE BEEN NAMED AS AN APPLICANT TO THE STATE LIQUOR BOARD, YOU WILL BE HEARD BEFORE THE BOARD ON THE DATE AND AT THE LOCATION LISTED ABOVE. IF YOU ARE NOT THE APPLICANT OR HAVE NOT BEEN NAMED AS AN APPLICANT, YOU WILL NOT BE HEARD BEFORE THE BOARD. IF YOU ARE AN APPLICANT AND HAVE BEEN NAMED AS AN APPLICANT, YOU WILL BE HEARD BEFORE THE BOARD ON THE DATE AND AT THE LOCATION LISTED ABOVE. IF YOU ARE NOT AN APPLICANT AND HAVE NOT BEEN NAMED AS AN APPLICANT, YOU WILL NOT BE HEARD BEFORE THE BOARD. IF YOU ARE AN APPLICANT AND HAVE BEEN NAMED AS AN APPLICANT, YOU WILL BE HEARD BEFORE THE BOARD ON THE DATE AND AT THE LOCATION LISTED ABOVE. IF YOU ARE NOT AN APPLICANT AND HAVE NOT BEEN NAMED AS AN APPLICANT, YOU WILL NOT BE HEARD BEFORE THE BOARD.

FOR MORE INFORMATION, CONTACT THE STATE LIQUOR BOARD AT 504-432-9300. IF YOU ARE AN APPLICANT AND HAVE BEEN NAMED AS AN APPLICANT, YOU WILL BE HEARD BEFORE THE BOARD ON THE DATE AND AT THE LOCATION LISTED ABOVE. IF YOU ARE NOT AN APPLICANT AND HAVE NOT BEEN NAMED AS AN APPLICANT, YOU WILL NOT BE HEARD BEFORE THE BOARD.

11/07/2017

Thanksgiving Store Hours
Wednesday, November 22
REGULAR STORE HOURS

Deck the Halls



GRILL



11/28/2017



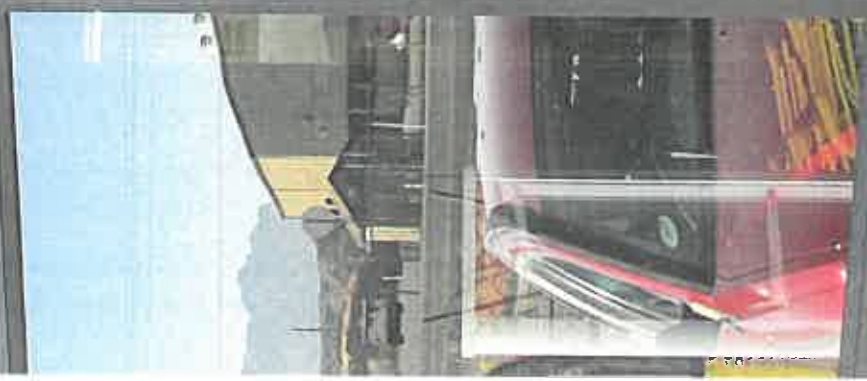
SNACK RUN

White sign with illegible text.

Under 18 No Tobacco We Card

Please Have ID Ready

BUYING TOBACCO FOR MINORS COULD COST YOU.



Store Hours Every Day!

Regular Board of Supervisors Meeting

Meeting Date: 12/05/2017

Liquor License Dollar General Store #18117 Series 10 Beer & Wine Store

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS**
Signature **Submitted for Signature:**
NOT
Required

NAME of PRESENTER: Arlethe Rios **TITLE of PRESENTER:** Clerk of the Board

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #10 (Beer & Wine Store) license submitted by Ms. Teresa Linette Trovato for Dollar General Store #18117, located at 1323 E High St, Sunsites, AZ 85625.

Background:

Ms. Teresa Linette Trovato has applied for a series #10 Beer & Wine Store liquor license for Dollar General Store #18117 located at 1323 E High St, Sunsites, AZ 85625. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

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

Ms. Trovato 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.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application Redacted

Department Review Forms

Affidavit of Posting



17 OCT 25 Lic. Lic. AM1120

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

License # 10023180
Date Accepted: 10-25-17
CSR: C.A.

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- Interim Permit
New License
Person Transfer
Location Transfer (series 6, 7 and 9)
Probate/ Will Assignment/ Divorce Decree (No Fees)
Seasonal

SECTION 2 Type of Ownership

- J.T.W.R.O.S.
Individual
Partnership
Corporation
Limited Liability Co
Club
Government
Trust
Tribe
Other (Explain)

SECTION 3 Type of license

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
A.R.S. § 4-206.01 (G), (H), (I) & (L)
Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)
A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.):
2. LICENSE # (if issued): 10023180

SECTION 4 Applicants

- 1. Agent's Name: Travato, Teresa, Linette
2. Applicant/Licensee Name:
3. Business Name (Doing Business As-DBA): Dollar General Store #18117
4. Business Location Address:
5. Mailing Address:
6. Business Phone:
7. Email Address:

AMENDMENT

8. Is the Business located within the incorporated limits of the above city or town? Yes No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Cochise County

Fees: \$150 Application, Interim Permit, Site Inspection, Current Finger Prints, \$100.00 Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes No



17 OCT 25 Liq. Lic. #11120

17 SEP 28 Liq. Dept #11855

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliqor.gov
(602) 542-5141

DLIC USE ONLY
License # 10073180
Date Accepted: 10.25.17
CSR: C-A

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- Interim Permit
New License
Person Transfer
Location Transfer (series 6, 7 and 9)
Probate/ Will Assignment/ Divorce Decree (No Fees)
Seasonal

SECTION 2 Type of Ownership

- J.T.W.R.O.S.
Individual
Partnership
Corporation
Limited Liability Co
Club
Government
Trust
Tribe
Other (Explain)

SECTION 3 Type of license

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)

1.Type of License (restaurant, bar etc.): Series 10
2. LICENSE # (if issued): 10073180

SECTION 4 Applicants

1. Agent's Name: Trovato Teresa Linette
2. Applicant/Licensee Name: DG Retail, LLC
3. Business Name (Doing Business As-DBA): Dollar General Store #18117
4. Business Location Address: 1323 E. High St Sunsites AZ 85625 Cochise
5. Mailing Address: 100 Mission Ridge Attn: Tax Dept. Goodlettsville TN 37072
6. Business Phone: Pending Daytime Contact Phone: 615.613.1798
7. Email Address: tax-beerandwinelicense@dollargeneral.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located?

Fees: Application \$1.00 Interim Permit 0 Site Inspection 0 Current Finger Prints \$100.00 Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes No

SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.
 1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 7/15/2005 State where Incorporated/Organized: TN
 b) AZ Corporation or AZ L.L.C. File No: R12264236 Date authorized to do business in AZ 9/1/2005

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
DG Promotions, Inc.			Member	100%	100 Mission Ridge	Goodlettsville	TN	37072

(Attach additional sheet if necessary)

SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01 For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for OR
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01 (A)

1. Enter license number currently at the location: _____

2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

I, (Signature) _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.

NOTARY	
State of Arizona	}
County of _____	}
On this _____ Day of _____, 20____ before me personally appeared _____	
<small>Day</small>	<small>Month</small>
<small>Year</small>	<small>(Print Name of Document Signer)</small>
Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.	
_____ Signature of NOTARY PUBLIC	
(Affix Seal Above)	

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____
 (Exactly as it appears on the license) Last First Middle
 2. Assignee's Name: _____
 Last First Middle
 License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

17 OCT 25 14.4. AM11:30

Dollar General Corporation – Publically traded entity

|

Owns

|

DG Promotions, Inc.
(No officer holds more than 10%)

|

Owns

|

DG Retail, LLC
(100% - Member)

DG Promotions, Inc.: A wholly owned subsidiary of the publically traded Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Steven R. Deckard Chief Executive Officer

John Garratt Chief Financial Officer

DG Retail, LLC: A wholly owned subsidiary of DG Promotions, Inc.
100 Mission Ridge
Goodlettsville, TN 37072

John Garratt Chief Financial Officer

Lawrence Gatta Senior Vice President & General Merchandise Manager

17 OCT 25 Liq. Lic. AM1120

1. Distance to nearest School: _____ Name of School: _____
(If less than one (1) mile note footage)

Address: _____

2. Distance to nearest Church: 897.6 feet
(If less than one (1) mile note footage)

Name of Church: _____

Address: _____

SECTION 11 Business Financials A.R.S. §4-202(F)

1. I am the:

- Tenant: a person who holds the lease of a property; a lessee.
- Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

AZ DLLC
OCT 17 2017

2. If the premises is leased give lessors: Name: _____

Address: _____
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____

4. Total money borrowed for the Business not including lease? \$ _____

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

AMENDMENT

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

Yes No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?

Yes No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

Walk-up or drive-through windows

Patio: Contiguous Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

Yes No If yes, what is your estimated completion date? ____/____/____

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

#10623180
Dollar General Store # 18117
Truato, Teresa Linette

-Section 10 continued -

1. Distance to nearest School: 2.8 miles Name of School: Pearce Elementary School
 (If less than one (1) mile note footage) Address: 1487 E. School Rd, Pearce AZ 85625

2. Distance to nearest Church: .17 miles Name of Church: The Church of Jesus Christ of Latter-Day Saints
 (If less than one (1) mile note footage) Address: 206 N. Ford St, Pearce AZ 85625

SECTION 11 Business Financials A.R.S. §4-202(F)

1. I am the:

- Tenant: a person who holds the lease of a property; a lessee.
- Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

2. If the premises is leased give lessors: Name: DCM Development Company, LLC
 Address: 4122 E. Grant Rd Tucson AZ 85712
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ 0 or Other: _____

4. Total money borrowed for the Business not including lease? \$ 0

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

Yes No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?

Yes No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

Walk-up or drive-through windows

Patio: Contiguous Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

Yes No If yes, what is your estimated completion date? ____/____/____

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

-Section 12 continued on next page-

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. 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 the service areas or the square footage of the licensed premises, either by increase or decrease.

TLT
Applicants Initials

RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature) _____, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

NOTARY

* See Attached

State of Arizona)
County of _____)

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

A.R.S. §41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

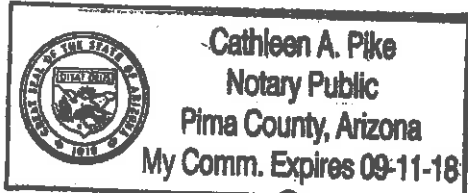
NOTARY

Teresa Trovato

I, (Print Full Name) Teresa Trovato, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X (Signature) *Teresa Trovato*

State of Arizona County of Pima



cap

The foregoing instrument was acknowledged before me this 28th of August, 2017

Day Cathleen A. Pike Month August Year 2017

My commission expires on: 9-11-2018

Signature of NOTARY PUBLIC

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

17 OCT 25 Liq. Lic. RM1120

17 SEP 28 Liq. Dept RM 8 55



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FP Cement
Roz 6/16/17

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

P1071992 CA

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 100 73180
(if the location is currently licensed)

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Manager.

2. Name: Trovato Teresa Linette Birth Date:
Last First Middle (NOT a public record)

3. Social Security #: Driver License #: State: AZ

4. Place of birth: Moline IL US Height: 5'3 Weight: 130 Eyes: Hazel Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Trovato Massimo Birth Date:
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: 2013
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 615.613.1798 E-mail address: tdavis@dollargeneral.com

8. Business Name: Dollar General Store #18117 Business Phone: Pending

9. Business Location Address: 1323 E. High Street Sunsites AZ Cochise 85625
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
4/16	CURRENT	Own	2321 E. Camino La Zorrela	Tucson	AZ	85718
8/14	4/16	Rent	5661 N. Placita Amanecer	Tucson	AZ	85718
4/98	4/16	Own	7551 La Jessica Circle	Kalamazoo	MI	49009

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years? (Must provide the DLLC-approved certificate of completion issued by a course provider.) Yes No
14. Have you been 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 five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. Yes No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

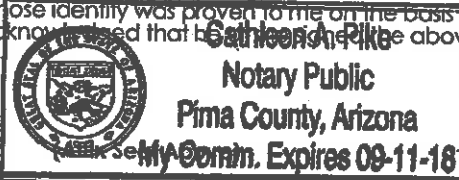
Signature Block

I, (Print Name) Teresa Linette Trovato, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

SIGNATURE: Teresa Linette Trovato

NOTARY

State of Arizona
County of Pima
On this 24th Day of August, 2017 before me personally appeared Teresa L. Trovato
(Print Name of Document Signer)
whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she executed the above/attached document.



Catherine A. Pike
Notary Public
Pima County, Arizona
My Comm. Expires 09-11-18

Catherine A. Pike
Signature of NOTARY PUBLIC

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____



State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

**ARIZONA STATEMENT OF CITIZENSHIP
 OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

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), nonimmigrant, 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 § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

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 a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Teresa Linette Trovato

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No

If Yes, indicate place of birth:

City Moline State (or equivalent) IL Country or Territory United States

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: Arizona Drivers License
 Go to Section IV.

If you answered No, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect (Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.);
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

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 and evidence I have given are true and correct to the best of my knowledge.

Teresa Linette Trovato

Individual Owner/Agent Printed Name

04/08/17
Today's Date

Teresa Trovato

Individual Owner/Agent Signature

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

17 OCT 25 11:49:11C AM 11:40

**VOTER NOTIFICATION
PIMA COUNTY, ARIZONA
F. ANN RODRIGUEZ, RECORDER 724-4330**

PCT
56

I.D. NUMBER

PARTY
PND

DATE REGISTERED
1/4/2017

TERESA L TROVATO
2321 E CAMINO LA ZORRELA
TUCSON, AZ 85718

CONGRESS
DISTRICT
02

LEGISLATIVE
DISTRICT
09

SUPERVISOR
DISTRICT
01

SCHOOL
DISTRICT
16

CITY
XXX

WARD
XX

Arizona

DRIVER LICENSE

USA

NOT FOR FEDERAL IDENTIFICATION



1 CLASS D

6 END NONE

4 DLN

12 REST B

3 DOB

TROVATO

2 TERESA L

8 2321 E CAMINO LA ZORRELA
TUCSON, AZ 85718-3018

4b EXP 08/30/2021

4a ISS 01/04/2017

15 SEX F

14 EYES HAZ

16 HGT 5'-0 1/2"

18 HAIR BRO

17 WGT 130 lb

Teresa Trovato

DDNOR

DD 1550B6637T1017T5

'17 OCT 25 Liqueur Lic. RM1180

'17 JUN 9 Liqueur Dept RM 7 57

AZ DLLC
JUN 15 2017

Certificate #284221

Certificate of Completion
For
Title 4 BASIC Liquor Law Training

<input type="checkbox"/>	On-site
<input type="checkbox"/>	Off-site
<input checked="" type="checkbox"/>	On- and off-site

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a store-approved training provider and, when issued, the Certificate is placed by the liquor licensee.

This form requires BASIC Title 4 training only as a prerequisite for manufacturing title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the back of this Certificate. Licenses sometimes require BASIC Title 4 training as a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the issuing date of this form.

Student Information

TERESA TROVATO

Full Name (please print)

Teresa Trovato
Signature

05-19-2017

Training Completion Date

05-18-2020

Certificate Expiration Date

(Three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

P.O. Box 102, Madison, South Dakota 57042

Training Address

1-(800) 247-7737

Daytime Contact Phone Number

Robert Graham

Instructor Name (please print)

certify that the above-named individual did successfully complete

Title 4 BASIC training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert Graham
Instructor Signature

19 / 05 / 2017

Day / Mo / Year

Persons required to complete BASIC & MANUFACTURING Title 4 training:

- 1) owners actively involved in the daily business operations of a liquor license business of a type listed below
- 2) servers, bartenders and responsible persons involved in the daily business operations of a liquor license business of a type listed below

On-site microbrewery (pages 3)
Caterers (pages 8)
Restaurants (pages 12)

Governors (page 3)
Liquor stores (pages 7)
On-site form Winery (pages 13)

Bar (pages 4)
Private Club (pages 14)

Bars & Wine (for pages 7)
Hotel/Hotel-restaurant (pages 11)
Bars & Wine Shops (pages 10)

Other license categories (with and without) are not complete until void Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire which designates a manager to a facility and the agent change forms (with and without) are not complete until void Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 15, 2015

17 JUN 9 Lic. Dept # 757

Certificate #284225

AZ DLLC

JUN 15 2017

Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file of the Department of Liquor and satisfactory completion of a state-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

TERESA TROVATO

Full Name (please print)

Teresa Trovato

Signature

05-15-2017

Training Completion Date

05-18-2020

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

P.O. Box 192, Madison, South Dakota 57042

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert Graham

Instructor Signature

19 / 05 / 2017

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 4)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

'17 OCT 25 Lic. Lic. RM1120

'17 SEP 28 Lic. Dept RM 8 55

*Top Cement
 Rev'd 3-17-16*

QUESTIONNAIRE
 A.R.S. §4-202, 4-210
 Type or Print with Black Ink

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

PL07 5828 C-A.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 10073180
(if the location is currently licensed)

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person <small>(complete all questions)</small>	<input type="checkbox"/> Agent <small>(complete all questions except #12)</small>	<input type="checkbox"/> Manager <small>(complete all questions except #12)</small>
---	--	--

2. Name: Garratt John William Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Driver License #: _____ State: TN
(NOT a public record)

4. Place of birth: Canton OH US Height: 5'10 Weight: 170 Eyes: Blue Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Garratt Bridget Biagi Birth Date: _____
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: _____
 A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 615.855.5547 E-mail address: jgarratt@dollargeneral.com

8. Business Name: Dollar General Store #18117 Business Phone: Pending

9. Business Location Address: 1323 E. High Street Sunsites AZ Cochise 85625
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/2014	CURRENT	Chief Financial Officer	Dollar General Corp - 100 Mission Ridge, Goodlettsville TN 37072
9/2004	10/2014	VP, Finance & Division Controller	YUM! Brands, 1441 Gardiner Lane, Louisville KY 40213

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
12/2014	CURRENT	own	1625 Championship Blvd.	Franklin	TN	37064
5/1999	10/2014	own	2773 Brassfield Cir.	Shelbyville	KY	40065

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.) Yes No
14. Have you been 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 five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. Yes No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Name) John Garratt, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

SIGNATURE: *John Garratt*

NOTARY

State of TN }
 County of Davidson }

On this 26 Day of July, 2017 before me personally appeared John Garratt
Day Month Year (Print Name of Document Signer)

whose identity was proven to be, on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Carrie Grimes
Signature of NOTARY PUBLIC

(Affix Seal Above)

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____



17 OCT 25 Lic. Lic. RM1120

17 SEP 28 Lic. Dept RM 8 56

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FP Current
Rev 3-17-16

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks. P1069966 C.A.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 10023180
(if the location is currently licensed)

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Manager.

2. Name: Gatta, Jr. Lawrence Joseph Birth Date: (NOT a public record)

3. Social Security #: Driver License #: State: TN

4. Place of birth: Niles OH US Height: 5'11 Weight: 195 Eyes: Blue Hair: Grey

5. Name of current/most recent spouse: Gatta Brenda Denise Saykes Birth Date: (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency:

7. Daytime telephone number: 615.855.5533 E-mail address: lgatta@dollargeneral.com

8. Business Name: Dollar General Store #18117 Business Phone: Pending

9. Business Location Address: 1323 E. High Street Sunsites AZ Cochise 85625

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
3/2009	CURRENT	Own	544 Windstone Blvd.	Brentwood	TN	37027

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years? (Must provide the DLLC-approved certificate of completion issued by a course provider.) Yes No
14. Have you been 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 five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202,4-210 Yes No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. Yes No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Name) Lawrence Gatta, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

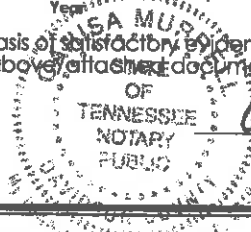
SIGNATURE: Lawrence Gatta

NOTARY

TN
State of ~~Arizona~~)
County of Davidson)

On this 25th Day of July, 2017, before me personally appeared Lawrence Gatta
Day Month Year (Print Name of Document Signer)

whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above, attached document.



Lisa Murphy
Signature of NOTARY PUBLIC

(Affix Seal Above)

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A-MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____



Arizona Department of Liquor Licenses and Control, Lic. #11120
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

APPLICANT/CONTROLLING PERSON AFFIDAVIT

TO BE COMPLETED BY THE ORGANIZATION'S PRESIDENT.
 IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization: DG Promotions, Inc. (Member of DG Retail, LLC)
 Affidavit of: Steven R. Deckard
 Position/Title: Chief Executive Officer
 State of: Tennessee AZ Corp./L.L.C. #: R12264236
 County of: Davidson State Incorporated: Tennessee
 The undersigned, Lawrence Gatta Being first sworn under oath declares:

1. In connection with this organization's application to obtain a liquor license for our operation(s) in Arizona, have complete d and delivered to the Arizona Department of Liquor Licenses and Control the required questionnaire and fingerprint card
2. The required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who direct or are involved in the direction of the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and delivered to the Arizona Department of Liquor Licenses and Control.

Name and title of such individuals are as follows (or list attached):

- 1) Lawrence Gatta - VP
- 2) John Garratt - CFO
- 3) _____
- 4) _____

3. There are, in addition to those submitting questionnaires and fingerprint cards, other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals directs or is involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

Such members and positions, along with date and place of birth, are as follows (or list attached):

- 1) Steven R. Deckard - Chief Executive Officer - Vincennes, IN
- 2) _____
- 3) _____
- 4) _____

- 4. None of the individuals listed under item #3 possesses the power to vote ten percent (10%) of the outstanding voting securities of this organization, nor can any of them control the election of one or more of the Board of Directors or managing members of the organization.
- 5. Finally, on information and belief, none of the individuals listed under item #3 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

DATED this 16th day of October, 2017
Day Month Year

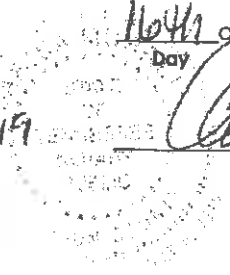
I, (Print Full Name) Lawrence Gatta declare that I am the APPLICANT filing this notification.
 I have read this document and the contents and all statements are true, correct and complete.

X (Signature) *Lawrence Gatta*

State TN County of Davidson
 The foregoing instrument was acknowledged before me this

16th day of October, 2017
Day Month Year

My Commission Expires on: July 8, 2019 *Olivia Maxwell*
Date (Signature of Notary Public)



Cynthia Abrigo

From: Cynthia Abrigo
Sent: Wednesday, October 25, 2017 8:56 AM
To: 'Burnett, Carmen'; tax-beerandwinelicense@dollargeneral.com
Subject: Series 10 Applications - Teresa Linette Trovato

Importance: High

Good Morning,

Amendments have been received, thank you. The five Series 10 Applications with Teresa Linette Trovato as agent has been accepted and pending liquor licenses are:

Dollar General Store #11124- Pending Liquor License 10023177
Dollar General Store #16206- Pending Liquor License 10023178
Dollar General Store #18019- Pending Liquor License 10023179
Dollar General Store #18117- Pending Liquor License 10023180
Dollar General Store #17334- Pending Liquor License 10123073

Application fees of \$500.00 will be processed by the end of today. The average processing time for your liquor license application to process (75-105 days).

The Department of Liquor will be e-mailing a copy of your application to local governing body which you've indicated as Cochise County for (#16206/#18019/#18117) and Santa Cruz County (#17334); mail to Bisbee (#11124), in which they will have 60 days to either approve or disapprove application.

Upon recommendation, the local governing body will notify the Department of Liquor in which a final review will be done. If nothing further is needed by that time and application is approved by supervisor, there will be a final issuance fee to issue your liquor license to you.

For a Series 10 liquor license, final issuance fee will be either \$1525/ \$1550 depending if you fall into full year/ half year issuance fees (the Department will notify you when fees are needed; fees are not due now).

If you have any questions or concerns at this time, please let me know.



Cynthia Abrigo

Customer Service Representative

Department of Liquor Licenses and Control

800 West Washington St., 5th Floor

Phoenix, Arizona 85007

P:602-364-0674 | F: 602-542-5707

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Monday, October 23, 2017 4:29 PM
To: 'Burnett, Carmen'; 'tax-beerandwinelicense@dollargeneral.com'
Subject: RE: 4 out of 4 E-mail Series 10 Applications -- Teresa Linette Trovato
Attachments: App_#16206.pdf; App_#17334.pdf; App_#18019.pdf; App_#18117.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon,

These applications have not been processed as of yet, I will most likely get to these tomorrow. However, I noticed the following cities and towns do not have Local Governing Body contacts with the Department of Liquor and wanted to verify if these applications fell into the following:

On Application for Dollar General #16206

- **Section 4, Question 8: Indicates business location address falls within the Town of Hereford. However, the Department of Liquor does not have a listed local governing body for Hereford, AZ; could this business location address fall within the incorporated limits of Cochise County or another town, city, or county?**
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.
 - If business location address does not fall within the Town limits of Hereford, AZ please amend Section 4, Question 8, please find attached blank application.

On Application for Dollar General #17334

- **Section 4, Question 8: Indicates business location address falls within the Town of Sonoita. However, the Department of Liquor does not have a listed local governing body for Sonoita, AZ; could this business location address fall within the incorporated limits of Santa Cruz County or another town, city, or county?**
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.
 - If business location address does not fall within the Town limits of Sonoita, AZ please amend Section 4, Question 8, please find attached blank application.

On Application for Dollar General #18019

- **Section 4, Question 8: Indicates business location address falls within the Town of Saint David. However, the Department of Liquor does not have a listed local governing body for Saint David, AZ; could this business location address fall within the incorporated limits of Cochise County or another town, city, or county?**
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.

- If business location address does not fall within the Town limits of Saint David, AZ please amend Section 4, Question 8, please find attached blank application.

On Application for Dollar General #18117

- Section 4, Question 8: Indicates business location address falls within the Town of Sunsites. However, the Department of Liquor does not have a listed local governing body for Sunsites, AZ; could this business location address fall within the incorporated limits of Cochise County or another town, city, or county?
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.
 - If business location address does not fall within the Town limits of Sunsites, AZ please amend Section 4, Question 8, please find attached blank application.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Cynthia Abrigo
Sent: Thursday, October 19, 2017 12:04 PM
To: 'Burnett, Carmen' <carmen.burnett@squirepb.com>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Amended diagrams have been received, thank you.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [<mailto:carmen.burnett@squirepb.com>]
Sent: Wednesday, October 18, 2017 3:21 PM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Attached are the revised diagrams.



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [<mailto:Cynthia.Abrigo@azliquor.gov>]
Sent: Monday, October 16, 2017 4:38 PM

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Thursday, October 19, 2017 12:04 PM
To: 'Burnett, Carmen'; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Amended diagrams have been received, thank you.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [mailto:carmen.burnett@squirepb.com]
Sent: Wednesday, October 18, 2017 3:21 PM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Attached are the revised diagrams.



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [mailto:Cynthia.Abrigo@azliquor.gov]
Sent: Monday, October 16, 2017 4:38 PM
To: tax-beerandwinelicense@dollargeneral.com
Cc: Burnett, Carmen <carmen.burnett@squirepb.com>
Subject: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato
Importance: High

Good Morning,

Per first e-mail sent, just a reminder, the (1) original Applicant/Controlling Person Affidavit form will be needed and the other 13 applications can have copies of that (1) original one.

Upon review of the 14 Series ten applications, 5 of the 14 applications with Rhonda Tilton as agent, the following amendments are needed to accept:

On Application for Dollar General #11124

Section 10, Question 2: On application, distance to nearest church of The Church of Nazarene was .24 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Thursday, October 19, 2017 12:02 PM
To: 'Burnett, Carmen'; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Amendments received, thank you.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [mailto:carmen.burnett@squirepb.com]
Sent: Tuesday, October 17, 2017 10:34 AM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Attached are the application amendments.



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [mailto:Cynthia.Abrigo@azliquor.gov]
Sent: Monday, October 16, 2017 4:38 PM
To: tax-beerandwinelicense@dollargeneral.com
Cc: Burnett, Carmen <carmen.burnett@squirepb.com>
Subject: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato
Importance: High

Good Morning,

Per first e-mail sent, just a reminder, the (1) original Applicant/Controlling Person Affidavit form will be needed and the other 13 applications can have copies of that (1) original one.

Upon review of the 14 Series ten applications, 5 of the 14 applications with Rhonda Tilton as agent, the following amendments are needed to accept:

On Application for Dollar General #11124

Section 10, Question 2: On application, distance to nearest church of The Church of Nazarene was .24 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #16206

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Tuesday, October 17, 2017 11:27 AM
To: 'Burnett, Carmen'; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman

Good Afternoon,
Diagrams were faxed at your attention, total of 13 pages (including cover sheet).

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [mailto:carmen.burnett@squirepb.com]
Sent: Tuesday, October 17, 2017 10:21 AM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Cc: Aimee Rodriguez <Aimee.Rodriguez@azliquor.gov>; Annie Mckinney <annie.mckinney@azliquor.gov>; Arlene Moreno <Arlene.Moreno@azliquor.gov>
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman

Please fax them to my attention at 602.253.8129.
Thank you



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [mailto:Cynthia.Abrigo@azliquor.gov]
Sent: Tuesday, October 17, 2017 10:17 AM
To: Burnett, Carmen <carmen.burnett@squirepb.com>; tax-beerandwinelicense@dollargeneral.com
Cc: Aimee Rodriguez <Aimee.Rodriguez@azliquor.gov>; Annie Mckinney <annie.mckinney@azliquor.gov>; Arlene Moreno <Arlene.Moreno@azliquor.gov>
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman
Importance: High

Good Morning Carmen,
These are new applications, therefore Records Department will not have these applications on file. If you do not have an original copy of the diagram, I can fax them to you or if you wish to come in person to make the corrections, please let me know.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [<mailto:carmen.burnett@squirepb.com>]
Sent: Tuesday, October 17, 2017 9:51 AM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman

Cynthia – Attached are the application amendments. I'm waiting for the records dept. to send me copies of the submitted diagrams and will send those over as soon as I receive them.



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [<mailto:Cynthia.Abrigo@azliquor.gov>]
Sent: Monday, October 16, 2017 4:38 PM
To: tax-beerandwinelicense@dollargeneral.com
Cc: Burnett, Carmen <carmen.burnett@squirepb.com>
Subject: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman
Importance: High

Good Morning,

Upon review of the 14, Series ten applications for DG Retail, LLC the one consistent item I am missing is, **one original Applicant/Controlling Person Affidavit form**. All 14 Series ten applications have the same copy with the notary stamp from 8/4/17. In order to move forward with processing, **1 original Applicant/Controlling Person Affidavit form** will be needed and the other 13 applications can have copies of that (1) original one.

However, the 2 out of 14 applications with Thomas Gene Luman are agent, the following amendments are needed:

On Application for Dollar General #17583

Section 10, Question 1: On application, distance to nearest school of Alta Vista High School was .19 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Section 10, Question 2: On application, distance to nearest church of Calvary Evangelistic Church was .64 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Section 11, Question 4: On application, question was left blank. Please answer, if none indicate "none" if there are lenders or person that are owed money, please list in list provided or on an attached sheet if necessary.

Section 11, Question 5: On application, question was left blank. Please answer, if yes, attach explanation.

Section 11, Question 6: On application, question was left blank. Please answer, if yes, attach explanation.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #19051

Section 10, Question 2: On application, distance to nearest church of Sandario Baptist Church was .34 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.



#34 all fax activity
Log, C.A.

17 OCT 17 10:14 AM

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 WASHINGTON 5th FLOOR
PHOENIX, AZ. 85007-2934

F A X C O V E R S H E E T

DATE: 10/17/17

TIME: 11:30 AM

TO: CARMEN BURNETT

PHONE: (602) 528-4020

FAX: (602) 253-8129

FROM: CYNTHIA ABRIGO
Customer Service Representative

PHONE: (602) 364-0674

FAX: (602) 542-5707

RE: DIGRAMS FOR SERIES 10 APPLICATIONS

NO. OF PAGES INCLUDING COVERSHEET: 13

Message

Good Afternoon,

Attached is requested copies of 12 diagrams for the following Series 10 Applications
DBA:

1. Application for Dollar General #17583
2. Application for Dollar General #19051
3. Application for Dollar General #17515
4. Application for Dollar General # 18114
5. Application for Dollar General # 17831
6. Application for Dollar General #16457
7. Application for Dollar General #19017
8. Application for Dollar General #11124
9. Application for Dollar General #16206
10. Application for Dollar General #17334
11. Application for Dollar General #18019
12. Application for Dollar General #18117

If you have any questions or concerns, please contact me at 602-364-0674 or by e-mail cynthia.abrigo@azliquor.gov. Thank you.

ACTIVITY REPORT

TIME : 10/17/2017 11:28
NAME :
FAX :
TEL :
SER.# : BROD4V503689

NO.	DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
#034	10/17	11:21	6022536129	06:25	13	OK	TX

BUSY: BUSY/NO RESPONSE
NG : POOR LINE CONDITION / OUT OF MEMORY
CV : COVERPAGE
POL : POLLING
RET : RETRIEVAL
PC : PC-FAX

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Monday, October 16, 2017 4:38 PM
To: tax-beerandwinelicense@dollargeneral.com
Cc: 'Burnett, Carmen'
Subject: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato
Attachments: Application_#11124.pdf; Application_#17334.pdf; Application_#18019.pdf; Application_#18117.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

Per first e-mail sent, just a reminder, the (1) original Applicant/Controlling Person Affidavit form will be needed and the other 13 applications can have copies of that (1) original one.

Upon review of the 14 Series ten applications, 5 of the 14 applications with Rhonda Tilton as agent, the following amendments are needed to accept:

On Application for Dollar General #11124

Section 10, Question 2: On application, distance to nearest church of The Church of Nazarene was .24 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #16206

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #17334

Section 10, Question 2: On application, distance to nearest church of Sonoita Bible Church was .18 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #18019

Section 10, Question 1: On application, distance to nearest school of Saint David Elementary School was .24 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Section 10, Question 2: On application, distance to nearest church of The Church of Jesus Christ of Latter-Day Saints was .42 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #18117

Section 10, Question 2: On application, distance to nearest church of The Church of Jesus Christ of Latter-Day Saints was .17 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

Attached is a blank, fillable Application forms, if you could please open each file, only type in requested information, save each document and e-mail both back to me as an attachments.

I would also like to inform you that we are now required to send back incomplete applications if the following information is not received after 7 business days of sending this request.



Cynthia Abrigo

Customer Service Representative
Department of Liquor Licenses and Control
800 West Washington St., 5th Floor
Phoenix, Arizona 85007
P:602-364-0674 |F: 602-542-5707
cynthia.abrigo@azliquor.gov

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please promptly contact the sender by reply e-mail and destroy the original message. If you wish to opt out of receiving e-mails, please contact the sender.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 1323 E. High St.
Business Name: Dollar General Store #18117 City/Zip: Sunsites 85625
Liquor License #: 10023180 Parcel #: 114-16-130A
Ownership Type: Limited Liability Co Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. 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: the Sheriff's Office has not a significant number of reports to the above address within the last 5 years

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval	Disapproval	No Recommendation
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Name: Richard Morales

Title: Lieutenant

Signature: 

Date: 11/15/17

Contact phone: 520 353-5087

Email: RDMorales@cochise.az.gov

Return completed form with any attachments by:

11/10/2017

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 1323 E. High St.
Business Name: Dollar General Store #18117 City/Zip: Sunsites 85625
Liquor License #: 10023180 Parcel #: 114-16-130A
Ownership Type: Limited Liability Co Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

XXX Yes No

If not, please attach pertinent documentation.

Comments:

THIS PARCEL WILL EXIST FOR 2018 TAXES THE A PARENT PARCEL IS 114-16-130-004 AS OF NOW THE 2017 TAXES ARE DUE IN OCTOBER 2017 AND BECOME DELIQUENT AFTER NOVEMBER 1ST 2017 BUT THEY HAVE TO JANUARY 3RD 2018 TO PAY THE FULL YEAR WITHOUT ANY INTEREST ON THE FIRST HALF.

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 11/6/2017
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 11/10/2017

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

Restaurant/Hotel-Motel

Club/Government

Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato **Address:** 1323 E. High St.
Business Name: Dollar General Store #18117 **City/Zip:** Sunsites 85625
Liquor License #: 10023180 **Parcel #:** 114-16-130A
Ownership Type: Limited Liability Co **Liquor License** **Special Event Liquor License**
Partner(s): _____

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 <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	---	---

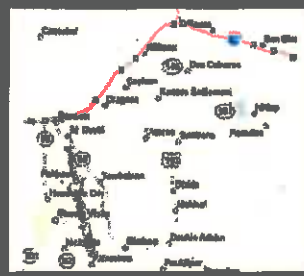
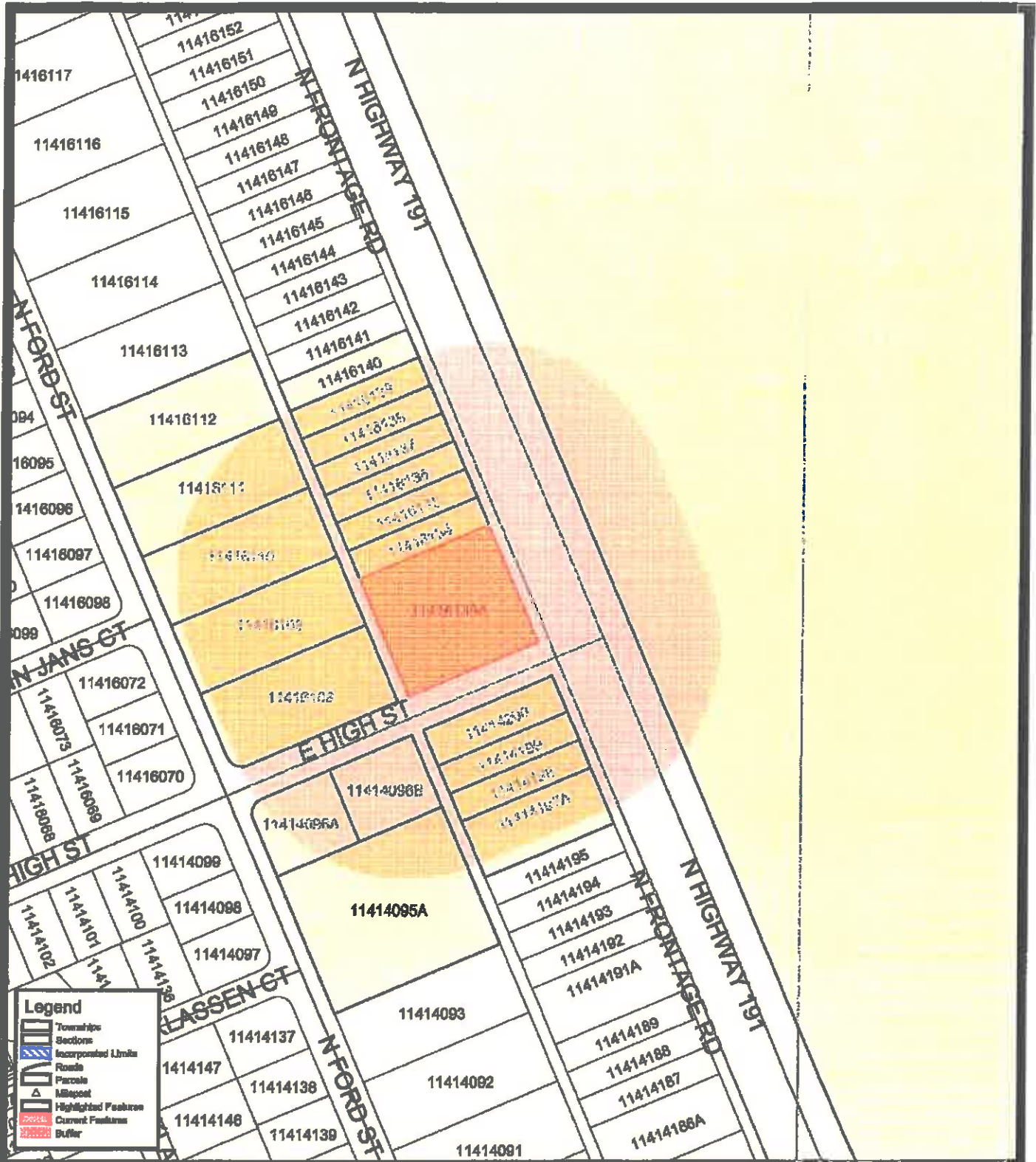
OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Zoning:	GB (General Business)
Use permitted by P&Z?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Permit#:	17-00076
Date Permit Issued:	03/30/2017	Use Permitted:	Retail Store
If use not permitted, is it LNC?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	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:** Zoning Administrator
Signature: Dora V Flores **Date:** November 7, 2017
Contact phone: 520-432-9300 **Email:** dflores@cochise.az.gov

Return completed form with any attachments by: 11.10.2017



114-16-130A Dolllar General Liquor License Review

This map is a product of the
Cochise County GIS
Information Technology Dept.



COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 1323 E. High St.
Business Name: Dollar General Store #18117 City/Zip: Sunsites 85625
Liquor License #: 10023180 Parcel #: 114-16-130A
Ownership Type: Limited Liability Co. Liquor License Special Event Liquor License
Partner(s): _____

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:

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: Interim Director Env. Health Division
Signature:  Date: 11/6/17
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 11/10/2017



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: 11-7-2017 Date of Posting Removal: 11-28-17

Applicant's Name: Trovato Teresa Linette
Last First Middle

Business Address: 1323 E. High St. Sunsites 85625
Street City Zip

License #: 10023180

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.

CHRIS SAILOR CCDC COMPLIANCE OFFICER 520-432-9300
Print Name of City/County Official Title Phone Number

[Signature] 11/28/17
Signature Date Signed

Return this affidavit with your recommendations (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.

Top Brands
at
Bargain
Prices

11/07/2017

[Redacted]

[Redacted]

7-10

under 10
at 500PCS

BUYING
TOBACCO
FOR WHOLE
COULD COST
YOU

DOLLAR C

Cherrios

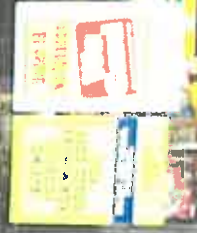
STAND 34

Deck the Halls for Less!



CAUTION STAIRS AHEAD

11/28/2017



NOTICE



Regular Board of Supervisors Meeting

Meeting Date: 12/05/2017

Liquor License Dollar General Store #16206 Series 10 Beer & Wine Store

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS**
Signature **Submitted for Signature:**
NOT
Required

NAME Arlethe Rios **TITLE** Clerk of the Board
of PRESENTER: **of PRESENTER:**

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #10 (Beer & Wine Store) license submitted by Ms. Teresa Linette Trovaso for Dollar General Store #16206, located at 7156 S Hwy 92, Hereford, AZ 85615.

Background:

Ms. Teresa Linette Trovaso has applied for a series #10 Beer & Wine Store liquor license for Dollar General Store #16206 located at 7156 S Hwy 92, Hereford, AZ 85615. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

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

Ms. Trovaso 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.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application Redacted

Department Review Forms

Affidavit of Posting



17 OCT 25 Lic. Lic. AM1123

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLIC USE ONLY

License # 10023178
Date Arranged 10-25-17
CSR: C.A.

Application for Liquor License
Type or Print with Black Ink

Tax# 104-06-015A

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- Interim Permit
New License
Person Transfer
Location Transfer (series 6, 7 and 9)
Probate/ Will Assignment/ Divorce Decree (No Fees)
Seasonal

SECTION 2 Type of Ownership

- J.T.W.R.O.S.
Individual
Partnership
Corporation
Limited Liability Co
Club
Government
Trust
Tribe
Other (Explain)

SECTION 3 Type of license

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
A.R.S. § 4-206.01 (G), (H), (I) & (L)
Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)
A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.):
2. LICENSE # (if issued): 10023178

SECTION 4 Applicants

1. Agent's Name: Travato, Teresa, Linette

2. Applicant/Licensee Name:
(Ownership name for type of ownership checked on section 1)

3. Business Name (Doing Business As-DBA): Dollar General Store #16206

4. Business Location Address:
(Do not use PO Box) Street City State Zip Code

5. Mailing Address:
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: Daytime Contact Phone:

7. Email Address:

AMENDMENT

8. Is the Business located within the incorporated limits of the above city or town? Yes No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Cochise County

Fees: \$100 Application, Interim Permit, Department Use Only Site Inspection, Current Finger Prints, \$100 Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes No



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
License # 10023178
Date Accepted: 10-25-17
CSK: C.A.

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- Interim Permit
New License
Person Transfer
Location Transfer (series 6, 7 and 9)
Probate/ Will Assignment/ Divorce Decree (No Fees)
Seasonal

SECTION 2 Type of Ownership

- J.T.W.R.O.S.
Individual
Partnership
Corporation
Limited Liability Co
Club
Government
Trust
Tribe
Other (Explain)

SECTION 3 Type of license

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)

1.Type of License (restaurant, bar etc.): Series 10
2. LICENSE # (if issued): 10023178

SECTION 4 Applicants

- 1. Agent's Name: Trovato, Teresa, Linette
2. Applicant/Licensee Name: DG Retail, LLC
3. Business Name (Doing Business As-DBA): Dollar General Store #16206
4. Business Location Address: 7156 S. Hwy 92, Hereford, AZ 85615, Cochise
5. Mailing Address: 100 Mission Ridge Attn: Tax Dept., Goodlettsville, TN 37072
6. Business Phone: 520.226.4531, Daytime Contact Phone: 615.613.1798
7. Email Address: tax-beerandwinelicense@dollargeneral.com
8. Is the Business located within the incorporated limits of the above city or town? Yes

Fees: Application \$100, Interim Permit \$, Department Use Only \$, Finger Prints Current, Total of All Fees \$100.00
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes

SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 7/15/2005 State where Incorporated/Organized: TN

b) AZ Corporation or AZ L.L.C. File No: R12264236 Date authorized to do business in AZ 9/1/2005

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
DG Promotions, Inc.			Member	100%	100 Mission Ridge	Goodlettsville	TN	37072

(Attach additional sheet if necessary)

SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01 For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01 (A)

1. Enter license number currently at the location: _____

2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

I, (Signature) _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.

NOTARY

State of Arizona)
 County of _____)

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

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

2. Assignee's Name: _____
Last First Middle

License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

17 OCT 25 11:23 AM

Dollar General Corporation – Publically traded entity

|
Owns

|
DG Promotions, Inc.
(No officer holds more than 10%)

|
Owns

|
DG Retail, LLC
(100% - Member)

DG Promotions, Inc.: A wholly owned subsidiary of the publically traded Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Steven R. Deckard Chief Executive Officer

John Garratt Chief Financial Officer

DG Retail, LLC: A wholly owned subsidiary of DG Promotions, Inc.
100 Mission Ridge
Goodlettsville, TN 37072

John Garratt Chief Financial Officer

Lawrence Gatta Senior Vice President & General Merchandise Manager

SECTION 8 Government (for Cities, Towns or Counties only)

1. Government Entity: _____

2. Person/Designee: _____
Last First Middle Daytime Contact Phone #

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

SECTION 9 Person to Person – Current Licensee Information ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07 and 09)

1. License #: _____

2. Current Agent Name: _____
Last First Middle

3. Current Licensee Name: _____
(Exactly as it appears on the license)

4. Current Business Name: _____
(Exactly as it appears on the license)

5. Current Daytime Phone: _____ Primary Email Address: _____

6. Does current licensee intend to operate the business while this application is pending? Yes No

7. I authorize the transfer of this license to the applicant: _____
Signature of Agent or Individual controlling person

NOTARY

State of Arizona)
County of _____)

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

A.R.S. §4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B) (5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

1. Distance to nearest School: 5.02 Name of School: Huachuca Mountain Elementary
 (If less than one (1) mile note footage) Address: 3228 St. Andrews Dr, Sierra Vista AZ 85630

2. Distance to nearest Church: 1.84 Name of Church: Country Estates Baptist Church
 (If less than one (1) mile note footage) Address: 5700 AZ-92, Hereford AZ 85615

SECTION 11 Business Financials A.R.S. §4-202(F)

1. I am the:

- Tenant: a person who holds the lease of a property; a lessee.
- Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

2. If the premises is leased give lessors: Name: SW Hereford DG, LLC
 Address: 10229 N. Scottsdale Rd Ste F Scottsdale AZ 85253
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ 0 or Other: _____

4. Total money borrowed for the Business not including lease? \$ 0

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?
 Yes No If yes, attach explanation.
6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?
 Yes No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

Walk-up or drive-through windows

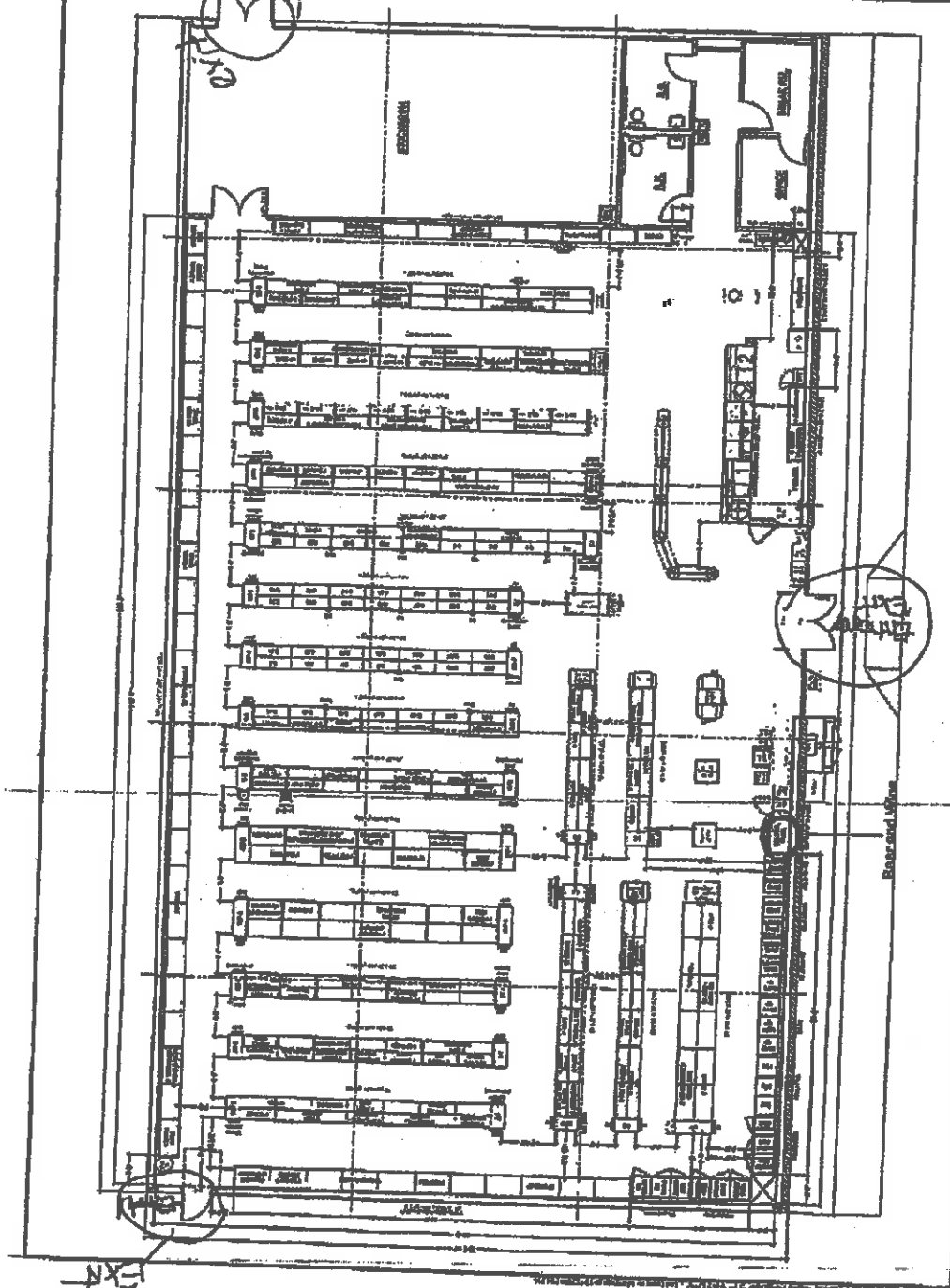
Patio: Contiguous Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 Yes No If yes, what is your estimated completion date? ____/____/____

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

17 OCT 25 Lic. Lic. #M1183

DOLLAR GENERAL	
DATE	10/25/17
TIME	10:00 AM
BY	JTB
REASON	REPAIRS
AMOUNT	18206
INITIALS	JTB
REMARKS	REPAIRS TO POS SYSTEMS
DATE	10/25/17
TIME	10:00 AM
BY	JTB
REASON	REPAIRS
AMOUNT	18206
INITIALS	JTB
REMARKS	REPAIRS TO POS SYSTEMS



AZ DLLC
OCT 18 2017

-Section 12 continued on next page-

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. 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 the service areas or the square footage of the licensed premises, either by increase or decrease.

TLT
Applicants Initials

RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature) _____, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

NOTARY

State of Arizona)
County of _____)

On this _____ Day of _____, 20____ before me personally appeared _____ (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

A.R.S. §41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

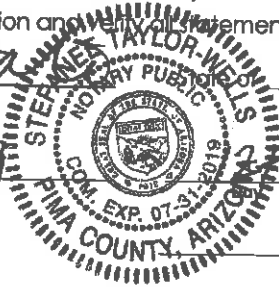
17 OCT 25 Lic. Lic. AM1183

NOTARY

I, (Print Full Name) Teresa Trovato, hereby declare that I am the Owner/Agent filing this application as stated in Section # 1. I have read this application and all statements to be true, correct and complete.

X Teresa Trovato (Signature of CURRENT Individual Owner/Agent) of Arizona County of Pima
The foregoing Instrument was acknowledged before me this

My commission expires on: 07/31/2019 Date of April Month, 2017 Year



[Signature]
Signature of NOTARY PUBLIC

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

17 OCT 25 Liqueur Lic. #11423

17 SEP 28 Liqueur Dept #1853



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

*FP Current
Rev'd 6/16/17*

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with **Black Ink**

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks. *PI 07 1992 C-A-*

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 10073178
(If the location is currently licensed)

1. Check the Appropriate Box →

<input type="checkbox"/> Controlling Person (complete all questions)	<input checked="" type="checkbox"/> Agent (complete all questions)	<input type="checkbox"/> Manager (complete all questions except #12)
---	---	---

2. Name: Trovato Teresa Linette Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Driver License #: _____ State: AZ
(NOT a public record)

4. Place of birth: Moline IL US Height: 5'3 Weight: 130 Eyes: Hazel Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Trovato Massimo Birth Date: _____
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: 2013
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 615.613.1798 E-mail address: tdavis@dollargeneral.com

8. Business Name: Dollar General Store #16200 Business Phone: 500306/4531

9. Business Location Address: 7156 S Hwy 92 Hereford AZ Cochise 85065
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
2/15	CURRENT	District Manager	Dollar General Corp - 100 Mission Ridge, Goodlettsville TN 37072
12/14	2/15	Unemployed	5661 N. Placita Amanecer, Tucson AZ 85718
11/11	12/14	Market Manager	Walmart Corp - 702 SW 8th St, Bentonville, AR 72716

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
4/16	CURRENT	Own	2321 E. Camino La Zorrela	Tucson	AZ	85718
8/14	4/16	Rent	5661 N. Placita Amanecer	Tucson	AZ	85718
4/98	4/16	Own	7551 La Jessica Circle	Kalamazoo	MI	49009

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.) Yes No
14. Have you been 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 five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. Yes No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in?
A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Name) Teresa Linette Trovato, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

SIGNATURE: _____

<u>NOTARY</u>	
State of Arizona	} }
County of _____	
On this _____ Day of _____, 20____ before me personally appeared _____ <small>(Print Name of Document Signer)</small>	
whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.	
(Affix Seal Above)	_____ Signature of NOTARY PUBLIC

** See Attached Notary*

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____

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? 2hr 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 3 years? (Must provide proof) if the answer to # 14a is "NO" course must be completed before issuance of a new license. Yes No

15. Have you been 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 five (5) years? (For traffic violations, only include those 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? Include only criminal traffic tickets and complaints. Yes No

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state in the last 10 years? Yes No

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? Yes No

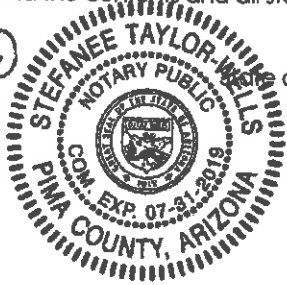
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? Yes No

If you answered "YES" to any Question 15 through 19 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. **SUBSTANTIVE CHANGES TO THE APPLICATION WILL NOT BE ACCEPTED**

Teresa Trovato

20. I, (Print Full Name) Teresa Trovato, hereby declare that I am a CONTROLLING PERSON / AGENT / MANAGER filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) Teresa Trovato
Controlling Person / Agent



of Arizona County of Pima
the foregoing instrument was acknowledged before me this
12th of April 2017
Day Month Year
[Signature]
Signature of NOTARY PUBLIC

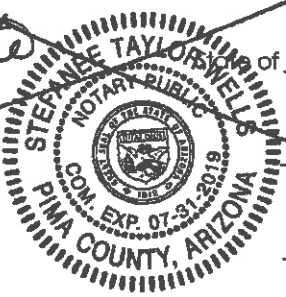
My commission expires on: 07/31/2019

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.

Teresa Trovato
(Print Name)

X (Signature) Teresa Trovato
Controlling Person / Agent



of Arizona County of Pima
the foregoing instrument was acknowledged before me this
12th of April 2017
Day Month Year
[Signature]
Signature of NOTARY PUBLIC

My commission expires on: 07/31/2019



State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

**ARIZONA STATEMENT OF CITIZENSHIP
 OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

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), nonimmigrant, 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 § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

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 a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I - APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Teresa Linette Trovato

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No

If **Yes**, indicate place of birth:

City Moline State (or equivalent) IL Country or Territory United States

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: Arizona Drivers License
 Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

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 and evidence I have given are true and correct to the best of my knowledge.

Teresa Linette Trovato
Individual Owner/Agent Printed Name

04/08/17
Today's Date

Teresa Trovato
Individual Owner/Agent Signature

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

VOTER NOTIFICATION PIMA COUNTY, ARIZONA F. ANN RODRIGUEZ, RECORDER 724-4330

PCT
56

I.D. NUMBER

PARTY

DATE REGISTERED

PND

1/4/2017

TERESA L TROVATO
2321 E CAMINO LA ZORRELA
TUCSON, AZ 85718

CONGRESS
DISTRICT

02

LEGISLATIVE
DISTRICT

09

SUPERVISOR
DISTRICT

01

SCHOOL
DISTRICT

16

CITY

XXX

WARD

XX

Arizona

DRIVER LICENSE

USA

NOT FOR FEDERAL IDENTIFICATION



1 CLASS D

10a END NONE

4a DLN

12 REST B

3 DOB

TROVATO

2 TERESA L

8 2321 E CAMINO LA ZORRELA
TUCSON, AZ 85718-3018

4b EXP 08/30/2021

4a ISS 01/04/2017

11 SEX F

14 EYES HAZ

16 HGT 5'-04"

15 HAIR BRO

17 WGT 130 lb

DONOR

Teresa Trovato

5 DD 1550B6637T1017T5

'17 OCT 25 Liq. Lic. RM1123

'17 JUN 9 Liq. Dept RM 757

AZ DLLC
JUN 15 2017

Certificate #284321

Certificate of Completion
For
Title 4 BASIC Liquor Law Training

<input type="checkbox"/>	On-site
<input type="checkbox"/>	Off-site
<input checked="" type="checkbox"/>	On- and off-site

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course director.

The State requires BASIC Title 4 training only as a prerequisite for MANNINGBUNT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licenses sometimes require BASIC Title 4 training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for one year after the training completion date.

Student Information

TERESA TROVATO

Full Name (Please Print)

Teresa Trovato
Signature

01-19-2017

Training Completion Date

05-18-2020

Certificate Expiration Date

(Please Print Expiration Date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

P.O. Box 192, Madison, South Dakota 57042

Mailing Address

1-(800) 247-7737

Daytime Contact Phone Number

Robert Orshan

Instructor Name (Please Print)

I, Robert Orshan, certify that the above named individual did successfully complete Title 4 BASIC Training in accordance with A.R.S. §4-112(C)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert Orshan
Instructor Signature

19 / 05 / 2017

Day Mo Year

Persons required to complete BASIC & MANNINGBUNT Title 4 training 1) owners) actively involved in the daily business operations of a liquor-licensed business of a type listed below
2) license, agents and managers actively involved in the daily business operations of a liquor-licensed business of a type listed below

Private Microbrewery (pages 3)
Caterers (pages 6)
Bottle Return (pages 12)

Government (pages 3)
Liquor Store (pages 14)
On-site from Winery (pages 13)

Bar (pages 4)
Private Club (pages 14)

Beer & Wine Bar (pages 7)
Hospitality/Wholesale (pages 11)
Beer & Wine Store (pages 16)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which assigns a manager to a location) and the copy change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

May 11, 2015

17 JUN 9 Liqu. Dept # 7 57

Certificate #284225

AZ DLLC
JUN 15 2017

Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file of the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

TERESA TROVATO

Full Name (please print)

Teresa Trovato

Signature

05-19-2017

Training Completion Date

05-18-2020

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

P.O. Box 192, Madison, South Dakota 57042

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code [A.A.C.]R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert Graham

Instructor Signature

19 / 05 / 2017
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

- | | | | |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
| In-state Microbrewery (series 3) | Government (series 5) | Bar (series 6) | Beer & Wine Bar (series 7) |
| Conveyance (series 8) | Liquor Store (series 9) | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12) | In-state Farm Winery (series 13) | | Beer & Wine Store (series 10) |

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

17 OCT 25 Lic. Lic. AM1123

17 SEP 28 Lic. Dept AM 8 54



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FP Cement
Rec'd 3/17/16

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

PI075828 MA

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 10073178

(If the location is currently licensed)

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Manager.

2. Name: Garratt John William Birth Date: (Last First Middle) (NOT a public record)

3. Social Security #: Driver License #: State: TN (NOT a public record)

4. Place of birth: Canton OH US Height: 5'10 Weight: 170 Eyes: Blue Hair: Brown (City State COUNTRY (not county))

5. Name of current/most recent spouse: Garratt Bridget Biagi Birth Date: (Last First Middle Maiden) (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 615.855.5547 E-mail address: jgarratt@dollargeneral.com

8. Business Name: Dollar General Store #11620p Business Phone: 520206 4531

9. Business Location Address: 7156 S Hwy 92 Henderson AZ Cochise 85605 (Street (do not use PO Box) City State County Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
10/2014	CURRENT	Own	1625 Championship Blvd	Franklin	TN	37064
5/1999	10/2014	Own	2773 Brassfield Circle	Shelbyville	KY	40065

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.) Yes No
14. Have you been 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 five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. Yes No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona In? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Name) John William Garratt, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

SIGNATURE: _____

NOTARY		<i>* See Attached Notary</i>
State of Arizona	}	
County of _____	}	
On this _____ Day of _____, 20____ before me personally appeared _____ <small>Day Month Year (Print Name of Document Signer)</small>		
whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.		
_____ Signature of NOTARY PUBLIC		
(Affix Seal Above)		

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____


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? _____, 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 3 years? (Must provide proof) If the answer to # 14a is "NO" course must be completed before issuance of a new license. Yes No
- 15. Have you been 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 five (5) years? (For traffic violations, only include those 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? Include only criminal traffic tickets and complaints. Yes No
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state in the last 10 years? 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 you answered "YES" to any Question 15 through 19 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
SUBSTANTIVE CHANGES TO THE APPLICATION WILL NOT BE ACCEPTED

John William Garratt

20. I, (Print Full Name) _____, hereby declare that I am a CONTROLLING PERSON / AGENT / MANAGER
Controlling Person / Agent / Manager
filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) _____ State of TN County of McKerrin
Controlling Person / Agent
The foregoing instrument was acknowledged before me this
15 Day of February, 2017
My commission expires on: 5/5/20

Tammie Kirk
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.

(Print Name)

X (Signature) _____ State of _____ County of _____
Controlling Person / Agent
The foregoing instrument was acknowledged before me this
____ Day of _____, _____ Year
My commission expires on: _____

Signature of NOTARY PUBLIC

17 OCT 25 Lic. Lic. #11123

17 SEP 28 Lic. Dept #1854



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with **Black Ink**

*FP Consent
Rec'd 8/17/16*

The fees allowed by A.R.S. 4-6852 will be charged for all dishonored checks.

PW69966CA

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 10073178
(If the location is currently licensed)

1. Check the Appropriate Box

<input checked="" type="checkbox"/> Controlling Person (complete all questions)	<input type="checkbox"/> Agent	<input type="checkbox"/> Manager (complete all questions except #12)
--	--------------------------------	---

2. Name: Gatta, Jr. Lawrence Joseph Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Driver License #: _____ State: TN
(NOT a public record)

4. Place of birth: Niles OH US Height: 5'11 Weight: 195 Eyes: Blue Hair: Grey
City State COUNTRY (not county)

5. Name of current/most recent spouse: Gatta Brenda Denise Saykes Birth Date: _____
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: _____
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 615.855.5533 E-mail address: lgatta@dollargeneral.com

8. Business Name: Dollar General Store #16200 Business Phone: 520/206/4581

9. Business Location Address: 7156 S Hwy 92 Hereford AB Cochise 85613
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
2/2009	CURRENT	Senior Vice President	Dollar General Corp - 100 Mission Ridge, Goodlettsville TN 37072

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
3/2009	CURRENT	Own	844 Windstone Blvd	Brentwood	TN	37027

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.) Yes No
14. Have you been 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 five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints, A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. Yes No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in? A.R.S. §4-202(D) Yes No

if you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Name) Lawrence Joseph Gatta, Jr., hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

SIGNATURE: _____

NOTARY

** See Attached Notary*

State of Arizona)
County of _____)

On this _____ Day of _____, 20____ before me personally appeared _____
(Print Name of Document Signer)

whose identify was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____

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

17 OCT 25 19:19:01

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? _____, and answer #14a below. If NO, skip to #15. Yes No

14a. Have you attended a DLIC-approved Liquor Law Training Course within the past 3 years? (Must provide proof) If the answer to # 14a is "NO" course must be completed before issuance of a new license. Yes No

15. Have you been 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 five (5) years? (For traffic violations, only include those 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? Include only criminal traffic tickets and complaints. Yes No

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state in the last 10 years? 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 you answered "YES" to any Question 15 through 19 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. **SUBSTANTIVE CHANGES TO THE APPLICATION WILL NOT BE ACCEPTED**

20. I, (Print Full Name) LAWRENCE JOSEPH GATTI hereby declare that I am a CONTROLLING PERSON / AGENT / MANAGER filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) [Signature]
Controlling Person / Agent

Notary Public Seal: TAMMIE KIRK, STATE OF TENNESSEE, McNairy County, TN. Date: 22nd of February 2017. Signature of NOTARY PUBLIC: [Signature]

My commission expires on: 5/5/2019

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.

(Print Name)

X (Signature) _____
Controlling Person / Agent

State of _____ County of _____
the foregoing instrument was acknowledged before me this

Day of _____ Month _____ Year _____

My commission expires on: _____

Signature of NOTARY PUBLIC



Arizona Department of Liquor Licenses and Control Lic. #1123
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

APPLICANT/CONTROLLING PERSON AFFIDAVIT

TO BE COMPLETED BY THE ORGANIZATION'S PRESIDENT.
 IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization: DG Promotions, Inc. (Member of DG Retail, LLC)
 Affidavit of: Steven R. Deckard
 Position/Title: Chief Executive Officer
 State of: Tennessee AZ Corp./L.L.C. #: R12264236
 County of: Davidson State Incorporated: Tennessee
 The undersigned, Lawrence Gatta Being first sworn under oath declares:

1. In connection with this organization's application to obtain a liquor license for our operation(s) in Arizona, have complete d and delivered to the Arizona Department of Liquor Licenses and Control the required questionnaire and fingerprint card
2. The required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who direct or are involved in the direction of the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and delivered to the Arizona Department of Liquor Licenses and Control.

Name and title of such individuals are as follows (or list attached):

- 1) Lawrence Gatta - VP
- 2) John Garratt - CFO
- 3) _____
- 4) _____

3. There are, in addition to those submitting questionnaires and fingerprint cards, other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals directs or is involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

Such members and positions, along with date and place of birth, are as follows (or list attached):

- 1) Steven R. Deckard - Chief Executive Officer - Vincennes, IN
 2) _____
 3) _____
 4) _____

4. None of the individuals listed under item #3 possesses the power to vote ten percent (10%) of the outstanding voting securities of this organization, nor can any of them control the election of one or more of the Board of Directors or managing members of the organization.
5. Finally, on information and belief, none of the individuals listed under item #3 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

DATED this 16th day of October, 2017
Day Month Year

I, (Print Full Name) Lawrence Gatta declare that I am the APPLICANT filing this notification.
 I have read this document and the contents and all statements are true, correct and complete.

X (Signature) *Lawrence Gatta*

State TN County of Davidson
 The foregoing instrument was acknowledged before me this

16th day of October, 2017
Day Month Year

My Commission Expires on: July 8, 2019 *Chas. Maxwell*
Date (Signature of Notary Public)

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Wednesday, October 25, 2017 8:56 AM
To: 'Burnett, Carmen'; tax-beerandwinelicense@dollargeneral.com
Subject: Series 10 Applications - Teresa Linette Trovato

Importance: High

Good Morning,

Amendments have been received, thank you. The five Series 10 Applications with Teresa Linette Trovato as agent has been accepted and pending liquor licenses are:

Dollar General Store #11124- Pending Liquor License 10023177
Dollar General Store #16206- Pending Liquor License 10023178
Dollar General Store #18019- Pending Liquor License 10023179
Dollar General Store #18117- Pending Liquor License 10023180
Dollar General Store #17334- Pending Liquor License 10123073

Application fees of \$500.00 will be processed by the end of today. The average processing time for your liquor license application to process (75-105 days).

The Department of Liquor will be e-mailing a copy of your application to local governing body which you've indicated as Cochise County for (#16206/#18019/#18117) and Santa Cruz County (#17334); mail to Bisbee (#11124), in which they will have 60 days to either approve or disapprove application.

Upon recommendation, the local governing body will notify the Department of Liquor in which a final review will be done. If nothing further is needed by that time and application is approved by supervisor, there will be a final issuance fee to issue your liquor license to you.

For a Series 10 liquor license, final issuance fee will be either \$1525/ \$1550 depending if you fall into full year/ half year issuance fees (the Department will notify you when fees are needed; fees are not due now).

If you have any questions or concerns at this time, please let me know.



Cynthia Abrigo

Customer Service Representative
Department of Liquor Licenses and Control
800 West Washington St., 5th Floor
Phoenix, Arizona 85007
P:602-364-0674 |F: 602-542-5707

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Monday, October 23, 2017 4:29 PM
To: 'Burnett, Carmen'; 'tax-beerandwinlicense@dollargeneral.com'
Subject: RE: 4 out of 4 E-mail= Series 10 Applications --Teresa Linette Trovato
Attachments: App_#16206.pdf; App_#17334.pdf; App_#18019.pdf; App_#18117.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon,

These applications have not been processed as of yet, I will most likely get to these tomorrow. However, I noticed the following cities and towns do not have Local Governing Body contacts with the Department of Liquor and wanted to verify if these applications fell into the following:

On Application for Dollar General #16206

- **Section 4, Question 8: Indicates business location address falls within the Town of Hereford. However, the Department of Liquor does not have a listed local governing body for Hereford, AZ; could this business location address fall within the incorporated limits of Cochise County or another town, city, or county?**
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.
 - If business location address does not fall within the Town limits of Hereford, AZ please amend Section 4, Question 8, please find attached blank application.

On Application for Dollar General #17334

- **Section 4, Question 8: Indicates business location address falls within the Town of Sonoita. However, the Department of Liquor does not have a listed local governing body for Sonoita, AZ; could this business location address fall within the incorporated limits of Santa Cruz County or another town, city, or county?**
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.
 - If business location address does not fall within the Town limits of Sonoita, AZ please amend Section 4, Question 8, please find attached blank application.

On Application for Dollar General #18019

- **Section 4, Question 8: Indicates business location address falls within the Town of Saint David. However, the Department of Liquor does not have a listed local governing body for Saint David, AZ; could this business location address fall within the incorporated limits of Cochise County or another town, city, or county?**
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.

- If business location address does not fall within the Town limits of Saint David, AZ please amend Section 4, Question 8, please find attached blank application.

On Application for Dollar General #18117

- Section 4, Question 8: Indicates business location address falls within the Town of Sunsites. However, the Department of Liquor does not have a listed local governing body for Sunsites, AZ; could this business location address fall within the incorporated limits of Cochise County or another town, city, or county?
 - Please confirm, due to application needs to be sent to appropriate local governing body as soon as possible due to they only have 60 days to recommend and sending to wrong local governing body can delay processing timeline.
 - If business location address does not fall within the Town limits of Sunsites, AZ please amend Section 4, Question 8, please find attached blank application.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Cynthia Abrigo
Sent: Thursday, October 19, 2017 12:04 PM
To: 'Burnett, Carmen' <carmen.burnett@squirepb.com>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Amended diagrams have been received, thank you.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [<mailto:carmen.burnett@squirepb.com>]
Sent: Wednesday, October 18, 2017 3:21 PM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Attached are the revised diagrams.



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [<mailto:Cynthia.Abrigo@azliquor.gov>]
Sent: Monday, October 16, 2017 4:38 PM

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Thursday, October 19, 2017 12:04 PM
To: 'Burnett, Carmen'; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Amended diagrams have been received, thank you.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [mailto:carmen.burnett@squirepb.com]
Sent: Wednesday, October 18, 2017 3:21 PM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato

Attached are the revised diagrams.



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [mailto:Cynthia.Abrigo@azliquor.gov]
Sent: Monday, October 16, 2017 4:38 PM
To: tax-beerandwinelicense@dollargeneral.com
Cc: Burnett, Carmen <carmen.burnett@squirepb.com>
Subject: 4 out of 4 E-mail- Series 10 Applications - Teresa Linette Trovato
Importance: High

Good Morning,

Per first e-mail sent, just a reminder, the (1) original Applicant/Controlling Person Affidavit form will be needed and the other 13 applications can have copies of that (1) original one.

Upon review of the 14 Series ten applications, 5 of the 14 applications with Rhonda Tilton as agent, the following amendments are needed to accept:

On Application for Dollar General #11124

Section 10, Question 2: On application, distance to nearest church of The Church of Nazarene was .24 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Tuesday, October 17, 2017 11:27 AM
To: 'Burnett, Carmen'; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman

Good Afternoon,
Diagrams were faxed at your attention, total of 13 pages (including cover sheet).

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [mailto:carmen.burnett@squirepb.com]
Sent: Tuesday, October 17, 2017 10:21 AM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Cc: Aimee Rodriguez <Aimee.Rodriguez@azliquor.gov>; Annie Mckinney <annie.mckinney@azliquor.gov>; Arlene Moreno <Arlene.Moreno@azliquor.gov>
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman

Please fax them to my attention at 602.253.8129.
Thank you



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [mailto:Cynthia.Abrigo@azliquor.gov]
Sent: Tuesday, October 17, 2017 10:17 AM
To: Burnett, Carmen <carmen.burnett@squirepb.com>; tax-beerandwinelicense@dollargeneral.com
Cc: Aimee Rodriguez <Aimee.Rodriguez@azliquor.gov>; Annie Mckinney <annie.mckinney@azliquor.gov>; Arlene Moreno <Arlene.Moreno@azliquor.gov>
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman
Importance: High

Good Morning Carmen,
These are new applications, therefore Records Department will not have these applications on file. If you do not have an original copy of the diagram, I can fax them to you or if you wish to come in person to make the corrections, please let me know.

Cynthia Abrigo
Customer Service Representative
Departement of Liquor

From: Burnett, Carmen [mailto:carmen.burnett@squirepb.com]
Sent: Tuesday, October 17, 2017 9:51 AM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>; tax-beerandwinelicense@dollargeneral.com
Subject: RE: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman

Cynthia – Attached are the application amendments. I'm waiting for the records dept. to send me copies of the submitted diagrams and will send those over as soon as I receive them.



Carmen Burnett
Squire Patton Boggs (US) LLP
Paralegal - Real Estate | Corporate | Liquor Licenses
Direct: +1 602 528 4020
Fax: +1 602 253 8129
Mobile: +1 480 788 2676
carmen.burnett@squirepb.com

From: Cynthia Abrigo [mailto:Cynthia.Abrigo@azliquor.gov]
Sent: Monday, October 16, 2017 4:38 PM
To: tax-beerandwinelicense@dollargeneral.com
Cc: Burnett, Carmen <carmen.burnett@squirepb.com>
Subject: 1 out of 4 E-mail- Series 10 Applications - Thomas Luman
Importance: High

Good Morning,

Upon review of the 14, Series ten applications for DG Retail, LLC the one consistent item I am missing is, **one original Applicant/Controlling Person Affidavit form**. All 14 Series ten applications have the same copy with the notary stamp from 8/4/17. In order to move forward with processing, **1 original Applicant/Controlling Person Affidavit form** will be needed and the other 13 applications can have copies of that (1) original one.

However, the 2 out of 14 applications with Thomas Gene Luman are agent, the following amendments are needed:

On Application for Dollar General #17583

Section 10, Question 1: On application, distance to nearest school of Alta Vista High School was .19 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Section 10, Question 2: On application, distance to nearest church of Calvary Evangelistic Church was .64 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Section 11, Question 4: On application, question was left blank. Please answer, if none indicate "none" if there are lenders or person that are owed money, please list in list provided or on an attached sheet if necessary.

Section 11, Question 5: On application, question was left blank. Please answer, if yes, attach explanation.

Section 11, Question 6: On application, question was left blank. Please answer, if yes, attach explanation.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #19051

Section 10, Question 2: On application, distance to nearest church of Sandario Baptist Church was .34 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.



#34 on fax activity
Log i.C.A.

17 OCT 17 11:18 AM

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 WASHINGTON 5th FLOOR
PHOENIX, AZ. 85007-2934

FAX COVER SHEET

DATE: 10/17/17

TIME: 11:30 AM

TO: CARMEN BURNETT

PHONE: (602) 528-4020

FAX: (602) 253-8129

FROM: CYNTHIA ABRIGO

PHONE: (602) 364-0674

Customer Service Representative

FAX: (602) 542-5707

RE: DIGRAMS FOR SERIES 10 APPLICATIONS

NO. OF PAGES INCLUDING COVERSHEET: 13

Message

Good Afternoon,

Attached is requested copies of 12 diagrams for the following Series 10 Applications
DBA:

1. Application for Dollar General #17583
2. Application for Dollar General #19051
3. Application for Dollar General #17515
4. Application for Dollar General # 18114
5. Application for Dollar General # 17831
6. Application for Dollar General #16457
7. Application for Dollar General #19017
8. Application for Dollar General #11124
9. Application for Dollar General #16206
10. Application for Dollar General #17334
11. Application for Dollar General #18019
12. Application for Dollar General #18117

If you have any questions or concerns, please contact me at 602-364-0674 or by e-mail cynthia.abrigo@azliquor.gov. Thank you.

ACTIVITY REPORT

TIME : 10/17/2017 11:28
 NAME :
 FAX :
 TEL :
 SER.# : BR0D4V503689

NO.	DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
#034	10/17	11:21	6022538129	06:25	13	OK	TX

BUSY: BUSY/NO RESPONSE
 NG : POOR LINE CONDITION / OUT OF MEMORY
 CV : COVERPAGE
 POL : POLLING
 RET : RETRIEVAL
 PC : PC-FAX

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Monday, October 16, 2017 4:38 PM
To: tax-beerandwinlicense@dollargeneral.com
Cc: 'Burnett, Carmen'
Subject: 4 out of 4 E-mail Series 10 Applications - Teresa Linette Trovato
Attachments: Application_#11124.pdf; Application_#17334.pdf; Application_#18019.pdf; Application_#18117.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

Per first e-mail sent, just a reminder, the (1) original Applicant/Controlling Person Affidavit form will be needed and the other 13 applications can have copies of that (1) original one.

Upon review of the 14 Series ten applications, 5 of the 14 applications with Rhonda Tilton as agent, the following amendments are needed to accept:

On Application for Dollar General #11124

Section 10, Question 2: On application, distance to nearest church of The Church of Nazarene was .24 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #16206

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #17334

Section 10, Question 2: On application, distance to nearest church of Sonoita Bible Church was .18 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #18019

Section 10, Question 1: On application, distance to nearest school of Saint David Elementary School was .24 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Section 10, Question 2: On application, distance to nearest church of The Church of Jesus Christ of Latter-Day Saints was .42 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

On Application for Dollar General #18117

Section 10, Question 2: On application, distance to nearest church of The Church of Jesus Christ of Latter-Day Saints was .17 miles. However, application indicates if distance is less than (1) mile to note footage, please amend.

Diagram: Please label and indicate all entrances and exits.

Attached is a blank, fillable Application forms, if you could please open each file, only type in requested information, save each document and e-mail both back to me as an attachments.

I would also like to inform you that we are now required to send back incomplete applications if the following information is not received after 7 business days of sending this request.



Cynthia Abrigo

Customer Service Representative
Department of Liquor Licenses and Control
800 West Washington St., 5th Floor
Phoenix, Arizona 85007
P:602-364-0674 |F: 602-542-5707
cynthia.abrigo@azliquor.gov

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please promptly contact the sender by reply e-mail and destroy the original message. If you wish to opt out of receiving e-mails, please contact the sender.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 7156 S. Hwy. 92
Business Name: Dollar General Store #16206 City/Zip: Hereford 85615
Liquor License #: 10023178 Parcel #: 104-06-015A
Ownership Type: Limited Liability Co Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. 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: The Sheriff's Office has not had a significant number of calls for service at the above address within the last 5 years.

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

Approval

Disapproval

No Recommendation

Name: Richard Morales

Title: Lieutenant

Signature: 

Date: 11/15/17

Contact phone: 520 353-5087

Email: RDMorales@cochise.az.gov

Return completed form with any attachments by:

11/10/2017

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 7156 S. Hwy. 92
Business Name: Dollar General Store #16206 City/Zip: Hereford 85615
Liquor License #: 10023178 Parcel #: 104-06-015A
Ownership Type: Limited Liability Co Liquor License Special Event Liquor License
Partner(s): _____

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:

As of now the 2017 taxes are due the first half was due in October 2017 and became delinquent after November 1st 2017 but they have to January 3rd 2017 to pay the full year without any interest on the first half.

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 11/3/2017
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 11/10/2017

COCHISE COUNTY BOARD OF SUPERVISORS



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

For internal use only:	
___	Restaurant/Hotel-Motel
___	Club/Government
___	Transfer of Premises

APPLICANT INFORMATION

Applicant Name: <u>Teresa Linette Trovato</u>	Address: <u>7156 S. Hwy. 92</u>
Business Name: <u>Dollar General Store #16206</u>	City/Zip: <u>Hereford 85615</u>
Liquor License #: <u>10023178</u>	Parcel #: <u>104-06-015A</u>
Ownership Type: <u>Limited Liability Co</u>	Liquor License <input checked="" type="checkbox"/> Special Event Liquor License <input type="checkbox"/>
Partner(s): _____	

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 <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	--	--------------------------------------

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Zoning:	GB (General Business)
Use permitted by P&Z?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Permit#:	15-00988
Date Permit Issued:	06/15/2016	Use Permitted:	Retail Store
If use not permitted, is it LNC?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	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.

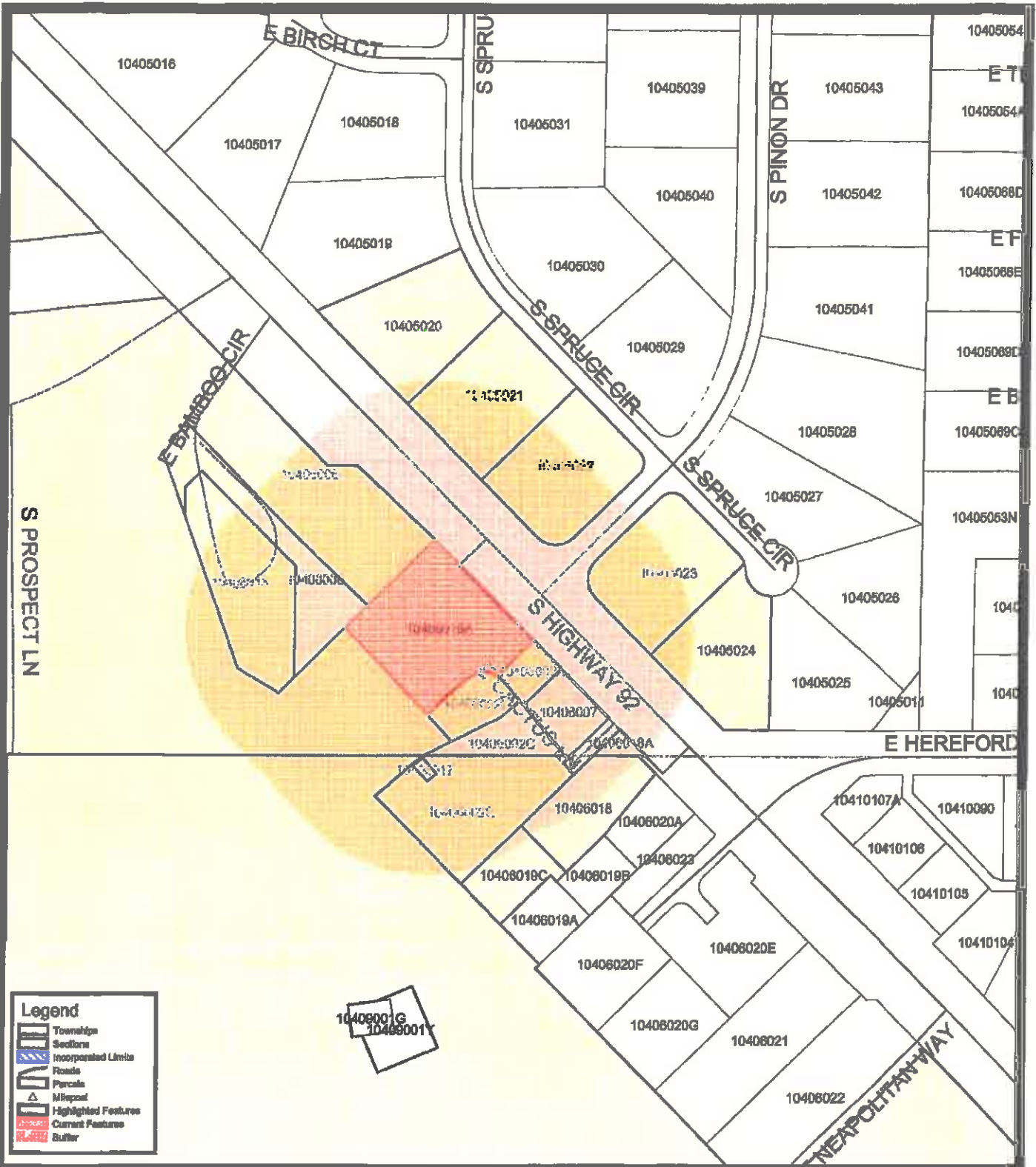
The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

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: <u>Dora V Flores</u>	Title: <u>Zoning Administrator</u>
Signature: <u>Dora V Flores</u>	Date: <u>November 7, 2017</u>
Contact phone: <u>520-432-9300</u>	Email: <u>dflores@cochise.az.gov</u>

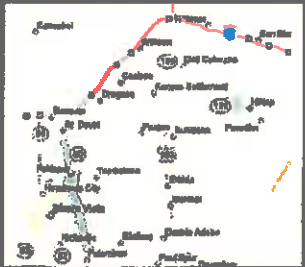
Return completed form with any attachments by: 11/10/2017



Legend

- Township
- Sections
- Incorporated Limits
- Roads
- Parcels
- Milepost
- Highlighted Features
- Current Features
- Buffer

1040600G
10406001



**104-06-015A
Dollars General
Liquor License Review**

This map is a product of the Cochise County GIS Information Technology Dept.



COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 7156 S. Hwy. 92
Business Name: Dollar General Store #16206 City/Zip: Hereford 85615
Liquor License #: 10023178 Parcel #: 104-06-015A
Ownership Type: Limited Liability Co Liquor License Special Event Liquor License
Partner(s): _____

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:

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: Interim Director Env Health Division
Signature:  Date: 11/6/17
Contact phone: 520-586-8206 Email: mcmgee@cochise.az.gov

Return completed form with any attachments by: 11/10/2017



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: 11-7-2017 Date of Posting Removal: 11-28-17

Applicant's Name: Trovato Teresa Linette
Last First Middle

Business Address: 7156 S. Hwy. 92 Hereford 85615
Street City Zip

License #: 10023178

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.

CHRIS SAYLOR CODE COMPLIANCE OFFICER 520.432.9300
Print Name of City/County Official Title Phone Number

Chris Saylor 11/28/17
Signature Date Signed

Return this affidavit with your recommendations (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.

VAN ACCESSIBLE

Holiday Hours
Thanksgiving
2:00 PM - 6:00 PM
Christmas
2:00 PM - 5:00 PM

ALTERNATE
CAUTION
DOOR

ALTERNATE
CAUTION
DOOR

CAUTION



CAUTION
DOOR

CAUTION
DOOR



Value M

ies

\$2

5

11/28/2017

WET
Please Have ID Ready

Employ Others Who've Served US

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: 2017 JULY 7 2017

*PLEASE CONTACT THE STATE OF ALABAMA
DEPARTMENT OF REVENUE AT THE FOLLOWING ADDRESS
1000 WATER STREET, SUITE 1000, MONTGOMERY, AL 36102
FOR MORE INFORMATION ON THE APPLICATION PROCESS*

STATE OF ALABAMA
DEPARTMENT OF REVENUE
MONTGOMERY, ALABAMA

11/07/2017

Regular Board of Supervisors Meeting

Meeting Date: 12/05/2017
 Adopt Resolution 17-___ Establishing Fan Road near Bowie as a Declared County Highway
Submitted By: Teresa Murphy, Community Development
Department: Community Development **Division:** Right of Way
Presentation: PowerPoint **Recommendation:** Approve
Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 4
NAME of PRESENTER: Karen Riggs **TITLE of PRESENTER:** Director
Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 28-6701

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 17-22 for the establishment of a 1.1 mile portion of Fan Road, from Central Avenue east to Donahue Road, as a Declared County Highway.

Background:

The surface of Fan Road, a County Maintained Road located between Central Avenue and Donahue Road near Bowie, is being upgraded as a pilot test for Highway Operations chip seal process. Fan Road has a sandy base due to the nearby sand dunes and is a good candidate to test a paving process without AB compaction. Previously the right-of-way for Fan Road had not been perfected but parcel owners on either side of the maintained portion of the road have agreed to dedicate right-of-way of varying widths to the public.
 Due to the nature of the improvements it is necessary to establish this portion of Fan Road as a County highway. In accordance with statute, staff has given notice of this public hearing for two weeks in the designated newspaper.

Department's Next Steps (if approved):

If the recommendation is approved, no further board action is required.

Impact of NOT Approving/Alternatives:

That portion of Fan Road will not be established as a declared County Highway and completed improvements will be in conflict with state statute.

To BOS Staff: Document Disposition/Follow-Up:

Once signed, please contact Teresa Murphy for recording instructions (ex. 9333)

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:**
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

- [Executive Summary](#)
- [Executive Summary Map](#)
- [Resolution 17-](#)
- [Public Notice](#)
- [Deeds of Dedication](#)
- [Location Map](#)



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

DATE: November 22, 2017

TO: Board of Supervisors

THRU: Karen C. Riggs, Director

FROM: Teresa Murphy, Right-of-Way Agent

SUBJECT: Establishing Fan Road near Bowie as a Declared County Highway

Recommendation: The County Engineer recommends the acceptance of the accompanying Resolution for the Establishment of Fan Road as a Declared County Highway.

Background (Brief): The surface of Fan Road, a County Maintained Road located between Central Avenue and Donahue Road near Bowie, is being upgraded as a pilot test for Highway Operations chip seal process. Fan Road has a sandy base due to the nearby sand dunes and is a good candidate to test a paving process without AB compaction. Previously the right-of-way for Fan Road had not been perfected but parcel owners on either side of the maintained portion of the road have agreed to dedicate right-of-way of varying widths to the public.

Due to the nature of the improvements it is necessary to establish this portion of Fan Road as a County highway.

In accordance with statute, staff has given notice of this public hearing for two weeks in the designated newspaper.

Fiscal Impact & Funding Sources: No fiscal impact for establishing a highway.

Next Steps/Action Items/Follow-up: If the recommendation is approved, no further board action is required.

Impact of Not Approving: That portion of Fan Road will not be established as a declared County Highway and completed improvements will be in conflict with state statute.

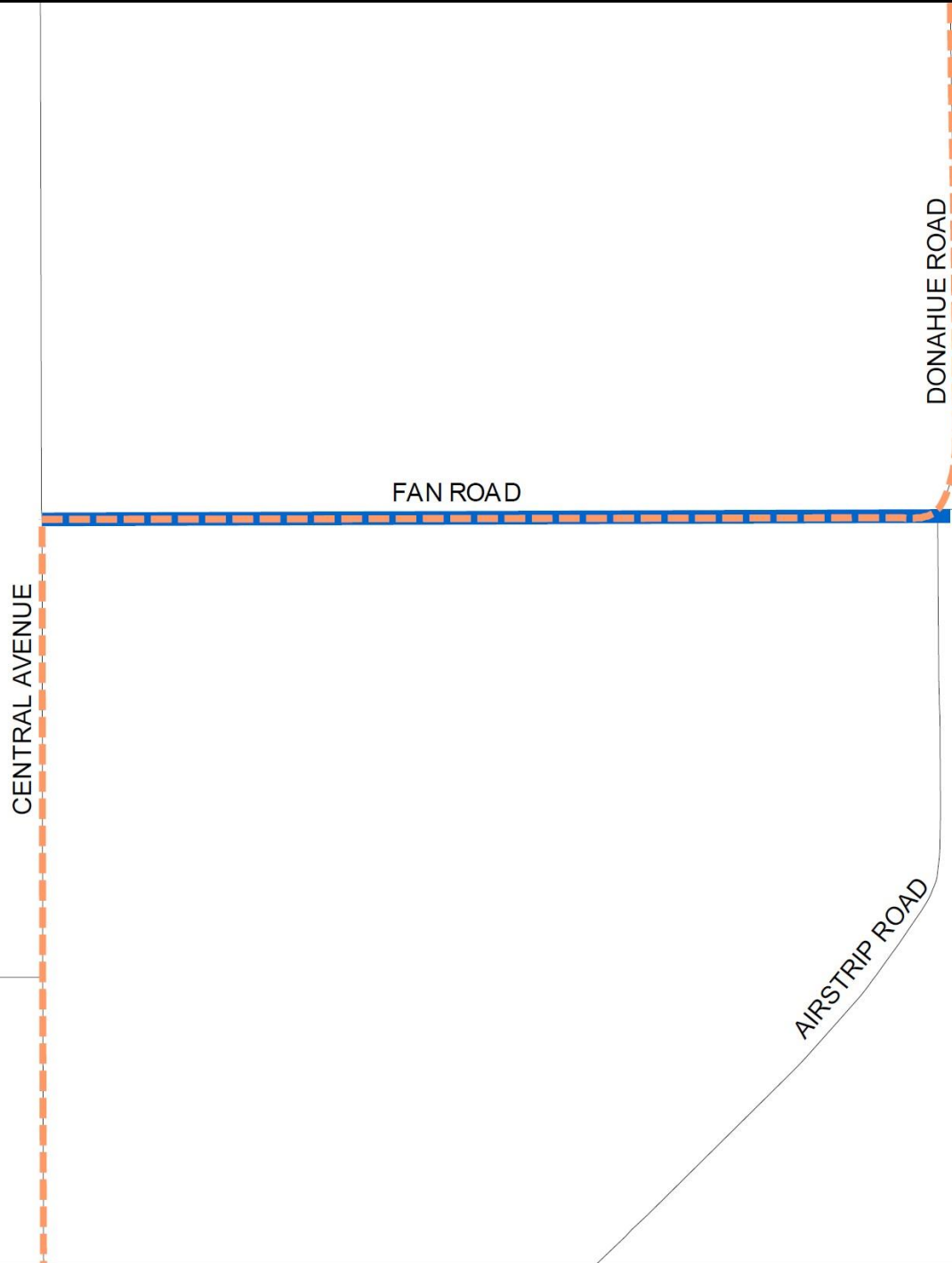


Executive Summary Map

Establishing Fan Road as a Declared County Highway

Section 27
Township 12 South
Range 28 East

This map is a product of the Cochise County GIS Information Technology Dept.



FAN ROAD

CENTRAL AVENUE

DONAHUE ROAD

AIRSTRIP ROAD

Legend

- Declared Portion of Fan Road
- Maintained Roads

RESOLUTION 17-___

ESTABLISHING FAN ROAD NEAR BOWIE AS A DECLARED COUNTY HIGHWAY

WHEREAS, pursuant to ARS § 28-6701, there has been presented to the Board of Supervisors of Cochise County, Arizona, a petition signed by ten or more resident taxpayers of said County, praying for the establishment of a County Highway to be known as Fan Road:

That portion of Fan Road beginning at Central Avenue, thence east to Donahue Road, approximately 1.1 miles, Cochise County, Arizona;

WHEREAS, the Board of Supervisors on the 5th day of December, 2017 , at the hour of 10:00 a.m., held a public hearing on said petition, and notice having been given by publication thereof once a week for two (2) weeks in the San Pedro Valley News-Sun, the designated official newspaper for Cochise County notices, and said notice having directed all persons wishing to object to the action prayed for in the petition to file with Clerk of the Board of Supervisors, a statement in writing setting forth any objections or opposition and to show cause why said petition should not be granted; and,

WHEREAS, at said hearing the Board of Supervisors considered the feasibility, advantages and necessity of the highway and determined that the establishment of said road as requested in said petition is a public necessity, and that no landowner would be adversely affected thereby; and,

WHEREAS, pursuant to Resolution (94-87) a portion of said road segment was designated as a Primitive Road; and,

NOW THEREFORE, IT IS RESOLVED that the establishment of the County Highway as above described is hereby approved.

IT IS FURTHER RESOLVED that the Clerk of the Board of Supervisors is authorized and directed to file in the office of the County Recorder of Cochise County, Arizona, a certified copy of this resolution and order, together with a map of said highway.

IT IS FURTHER RESOLVED that the designation of that portion of said road segment as a Primitive Road is hereby rescinded.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2017.

Ann English, Chairman

Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios,
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

PUBLIC HEARING

ESTABLISHMENT OF A COUNTY HIGHWAY

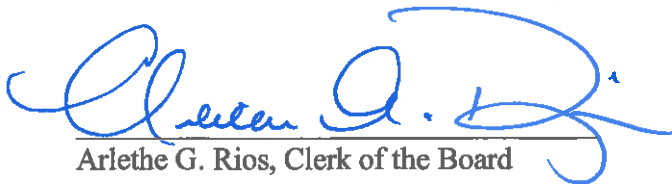
There has been filed with the Board of Supervisors of Cochise County, Arizona, a County Engineer's recommendation for the establishment of a County Highway, more particularly described as follows:

That portion of Fan Road beginning at Central Avenue, thence east to Donahue Road, approximately 1.1 miles.

Notice is hereby given that Tuesday, December 5th, 2017 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 San Pedro Valley News-Sun once (1) a week for two (2) consecutive weeks prior to the date of said hearing.

Dated this 14th day of November, 2017.


Arlethe G. Rios, Clerk of the Board


Ann English, Chairman
Board of Supervisors
11-14-17

EXHIBIT "A"

LAND DESCRIPTION

A STRIP OF LAND IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 27 AND 34, THENCE N 0°17'04"W COINCIDENT WITH THE NORTH-SOUTH CENTRELINE OF SAID SECTION 27, A DISTANCE OF 85.41 FEET;

THENCE N 89°42'47"E, A DISTANCE OF 511.68 FEET;

THENCE S 89°46'22"E, A DISTANCE OF 1932.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING THE FOLLOWING PARAMETERS: CENTRAL ANGLE = 61°01'01", RADIUS = 185.00 FEET, TANGENT = 109.01 FEET:

THENCE ALONG SAID CURVE A DISTANCE OF 197.02 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING THE FOLLOWING PARAMETERS: CENTRAL ANGLE = 19°17'12", RADIUS = 580.50 FEET, TANGENT = 101.28 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 195.40 FEET TO A POINT IN THE LINE COMMON TO SECTIONS 27 AND 26;

THENCE S 00°26'39"E COINCIDENT WITH SAID LINE, A DISTANCE OF 368.89 FEET TO THE CORNER COMMON TO SECTIONS 26, 27, 34 AND 35;

THENCE N 89°46'22"W COINCIDENT WITH THE LINE COMMON TO SAID SECTIONS 27 AND 34, A DISTANCE OF 2673.57 FEET TO THE **POINT OF BEGINNING**;

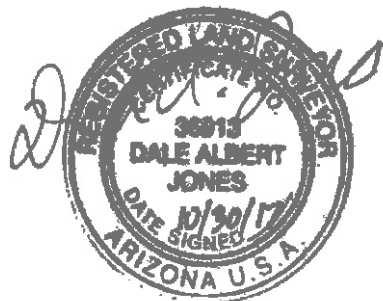
SEE EXHIBIT DRAWING ATTACHED.

SUBJECT TO ANY AND ALL PRIOR EASEMENTS, RIGHTS OF WAY, COVENANTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD OR NOT OF RECORD, WHICH MAY OTHERWISE LEGALLY EXIST.

THIS INSTRUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR.

ANY MODIFICATIONS TO THE FOREGOING DESCRIPTION TERMINATES THE LIABILITY OF THE SURVEYOR.

10/25/2017 - 301-04-027
ALLRED.DOC - DAJ



EXPIRES 12/31/19

3 Corner of Sections 27/28
 Find Iron Pin
 Central Ave
 NO' 07' 27" W
 2854.08'

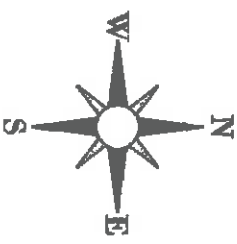
Find 3" Iron Cop Stamped
 County of Cochise AZ 2016
 Highway & Floodplain Dept.
 LS 30013 7126 P22E
 S28 | S27
 S33 | S34

300° 48' 22"E 400.10'
 N09° 48' 27"W 2873.58'
 N09° 48' 47"E 2873.58'

S27
 S34
 N09° 48' 27"W 2873.58'

Find Alfred/Fort
 Boise Ranch LLC
 Parcel# 30104025A

Fan Rd



Alfred Cohn & Susan
 Parcel# 30104027
 S27
 S34
 N09° 48' 27"W 2873.57'
 S08° 48' 22"E 1832.11'

Fan Rd

S27

S34

Curve 1 Data
 A=8191.01"
 R=185.000'
 O=187.536'
 L=197.015'
 T=108.010'

Curve 2 Data
 A=1917.12"
 R=580.500'
 O=192.540'
 L=192.404'
 T=101.277'

Find Alum. Cop Pin
 Stamped Slaughter LS 1357D
 S27 | S26
 S34 | S35

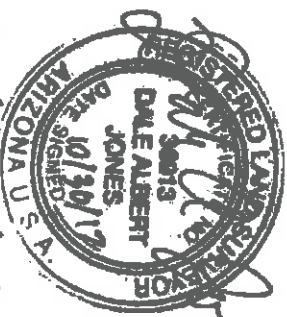
SE Corner of
 Section 26
 N89° 52' 24.40"E
 5229.57'
 S26
 S35

Donahue Rd
 368.88'
 117.85'
 487.21'
 2.88' 18' 18"

J&P Flatsho Ranch LLC
 Parcel# 30104023

NE Corner of
 Section 27
 S27 | S26
 S34 | S35

580° 42' 47"W 811.88'
 N0° 17' 04"W
 85.41'



Expires 12/31/19



Cochise County Highway & Floodplain
 Survey

Exhibit Drawing

FILE: 1415 W. Melody Lane, Bisbee, AZ 86603
 DATE: 9/13/17

REVISION: DATE: APPROVED BY:

SCALE: 1"=300'
 DESIGN: S&P
 DRAWN: AAS
 CHECKED: DAJ

EXHIBIT "A"

LAND DESCRIPTION

A STRIP OF LAND IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 27, 28, 33 AND 34, THENCE N 0°07'27"W COINCIDENT WITH THE LINE COMMON TO SAID SECTIONS 27 AND 28, A DISTANCE OF 65.00 FEET;

THENCE S 89°46'22"E, A DISTANCE OF 400.10 FEET;

THENCE N 89°42'47"E, A DISTANCE OF 2273.18 FEET TO A POINT IN THE NORTH-SOUTH CENTRELINE OF SAID SECTION 27;

THENCE S 00°17'04"E COINCIDENT WITH SAID NORTH-SOUTH CENTRELINE, A DISTANCE OF 85.41 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 27 AND 34;

THENCE N 89°46'22"W COINCIDENT WITH THE LINE COMMON TO SAID SECTIONS 27 AND 34, A DISTANCE OF 2673.57 FEET TO THE POINT OF BEGINNING;

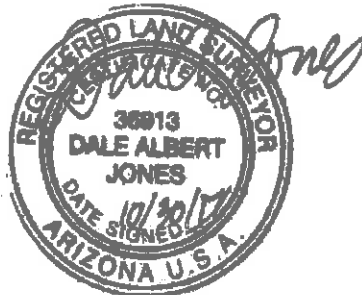
SEE EXHIBIT DRAWING ATTACHED.

SUBJECT TO ANY AND ALL PRIOR EASEMENTS, RIGHTS OF WAY, COVENANTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD OR NOT OF RECORD, WHICH MAY OTHERWISE LEGALLY EXIST.

THIS INSTRUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR.

ANY MODIFICATIONS TO THE FOREGOING DESCRIPTION TERMINATES THE LIABILITY OF THE SURVEYOR.

10/25/2017 - 30104-024A
FT_BOWIE_RANCHES_LLC.DOC - DAJ



EXPIRES 12/31/19

1/4 Corner of Section 27/28
 Find 1" Iron Pin
 Control Ave
 N 07° 27' W
 2854.02'

S27 | S26 | S27
 S34 | S34
 Find 1" Brass Cap Stamped
 County of Cochise AZ 2018
 Highway & Floodplain Dept.
 LS 35813 7125 1222E

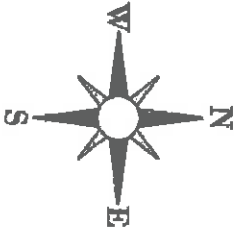
S27
 S34
 S27
 S34

S27
 S34
 S27
 S34

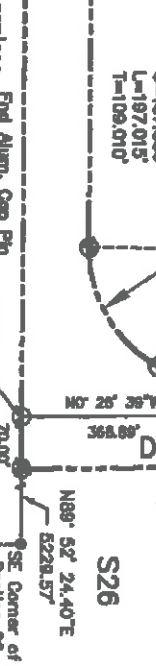
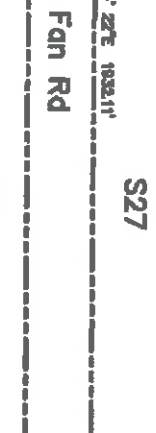
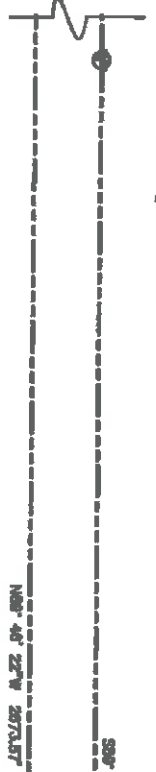
S27
 S34
 S27
 S34

S27
 S34
 S27
 S34

Jerald Alfred/Fort
 Bonita Ranch LLC
 Parcel# 30104025A



Alfred Cohn & Susan
 Parcel# 30104027



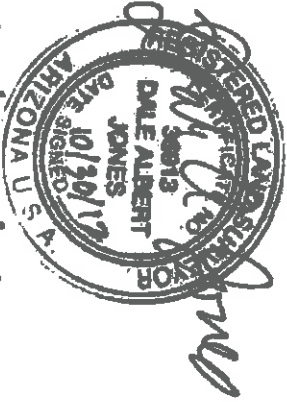
Curve 1 Data:
 A=617.01'
 R=185.000'
 C=187.836'
 L=187.015'
 T=109.010'

Curve 2 Data:
 A=187.12'
 R=590.500'
 C=199.540'
 L=195.404'
 T=101.277'

Donahue Rd
 487.21'
 127.95'

NE Corner of
 Section 27
 S27 | S26
 S34 | S35

J&P Pistachio Ranch LLC
 Parcel# 30104023



Expires 12/31/19



Cochise County Highway & Floodplain
 Survey
 Exhibit Drawing

FILE: 1416 W. Melody Lane, Bisbee, AZ 85803

DATE: 9/13/17

REVISION: DATE: APPROVED BY:

SCALE: 1"=300'

DESIGN: GAP

DRAWN: AAS

CHECKED: DAJ

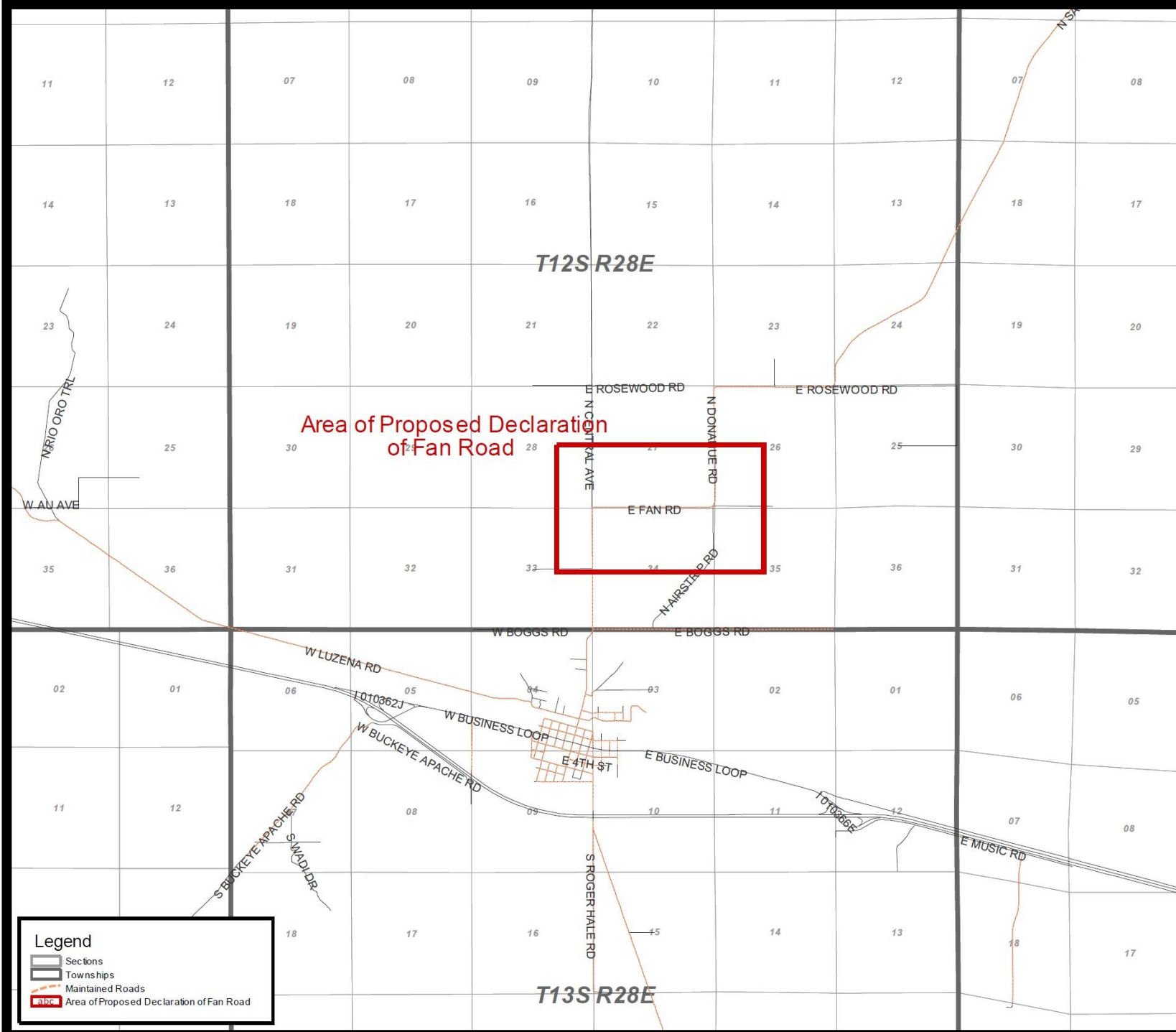


Location Map

Establishing Fan Road as a Declared County Highway

Section 27
Township 12 South
Range 28 East

This map is a product of the Cochise County GIS Information Technology Dept.



Legend

- Sections
- Townships
- Maintained Roads
- Area of Proposed Declaration of Fan Road

Regular Board of Supervisors Meeting

Meeting Date: 12/05/2017

Adopt Resolution 17- ____, abandon any interest the County may have in certain public easements, as depicted in the survey entitled Palominas Ranches

Submitted By:	Teresa Murphy, Community Development		
Department:	Community Development	Division:	Right of Way
Presentation:	PowerPoint	Recommendation:	Approve
Document Signatures:	BOS Signature Required	# of ORIGINALS Submitted for Signature:	1
NAME of PRESENTER:	Karen Riggs	TITLE of PRESENTER:	Director
Mandated Function?:	Federal or State Mandate	Source of Mandate or Basis for Support?:	ARS- 28-7201 thru 28-7215

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 17-23 abandoning portions of public easements as depicted in the survey entitled Palominas Ranches Unit I, and as described in Exhibit A.

Background:

The applicant, Bryan and Nataliya Veal, have requested the public easements on the west and south boundary of their parcel, 104-74-004, be abandoned in order to fence the parcel for cattle. The Veal's own the parcel to the west and had previously abandoned easements created under the same survey in order to run cattle. Perimeter easements for access and utilities were dedicated to the public in the survey entitled Palominas Ranches Unit I and recorded in Book 2, of Surveys, page 31. The applicant was directed to contact the surrounding parcel owners for comments. They received one response in favor and 3 in opposition to the abandonment. The opposed parcel owners have concerns about access to their parcels being cutoff rendering their land worthless. This abandonment request doesn't follow the normal procedure of abandoning the entire length and width of a designated right-of-way, only of the North 30 feet of the 60-foot-wide easement would be abandoned, leaving a 30-foot-wide easement along the north side of their parcels. The easement has not been developed into a road and doing so would require crossing a large wash to access parcels that have alternate legal access from the South.

The applicant was also instructed to contact local utilities and affected agencies. There was no opposition. The County Transportation Planner has no opposition to the abandonment. Staff has given notice of this public hearing for fifteen (15) days prior to the date of said hearing in the designated newspaper.

Department's Next Steps (if approved):

If the abandonment is approved, no further Board action is required. Upon recording of the resolution, staff will forward copies to the applicant.

Impact of NOT Approving/Alternatives:

Public easements created by the plat of that Report of Survey, known as Palominas Ranches Unit I will not be abandoned.

To BOS Staff: Document Disposition/Follow-Up:

Once signed and recorded, please forward copies to H&F Dept. Attn: Teresa Murphy. Thanks!

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Executive Summary

Executive Summary Map

Resolution 17-

Transportation Planner Comments

Letters and Responses for Property Owners

Letters and Responses for Utilities & Agencies

Location Map

PowerPoint Presentation



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

DATE: November 21, 2017

TO: Board of Supervisors

THRU: Karen Riggs, Director

FROM: Teresa Murphy, Right-of-Way Agent

SUBJECT: Abandonment of certain easements in Palominas Ranches

Recommendation: This department recommends adoption of the accompanying resolution to abandon any interest the County may have in certain public easements, as depicted in the survey entitled Palominas Ranches Unit I, and described in Exhibit "A".

Background (Brief): The applicant, Bryan and Nataliya Veal, have requested the public easements on the west and south boundary of their parcel, 104-74-004, be abandoned in order to fence the parcel for cattle. The Veal's own the parcel to the west and had previously abandoned easements created under the same survey in order to run cattle. Perimeter easements for access and utilities were dedicated to the public in the survey entitled Palominas Ranches Unit I and recorded in Book 2, of Surveys, page 31. The applicant was directed to contact the surrounding parcel owners for comments. They received one response in favor and 3 in opposition to the abandonment. The opposed parcel owners have concerns about access to their parcels being cutoff rendering their land worthless. This abandonment request doesn't follow the normal procedure of abandoning the entire length and width of a designated right-of-way, only of the North 30 feet of the 60-foot-wide easement would be abandoned, leaving a 30-foot-wide easement along the north side of their parcels. The easement has not been developed into a road and doing so would require crossing a large wash to access parcels that have alternate legal access from the South.

The applicant was also instructed to contact local utilities and affected agencies. There was no opposition.

The County Transportation Planner has no opposition to the abandonment.

Staff has given notice of this public hearing for fifteen (15) days prior to the date of said hearing in the designated newspaper.

Fiscal Impact & Funding Sources: Not applicable.

Next Steps/Action Items/Follow-up: If the abandonment is approved, no further Board action is required. Upon recording of the resolution, staff will forward copies to the applicant.

Impact of Not Approving: Public easements created by the plat of that Report of Survey, known as Palominas Ranches Unit I will not be abandoned.



Executive
Summary Map

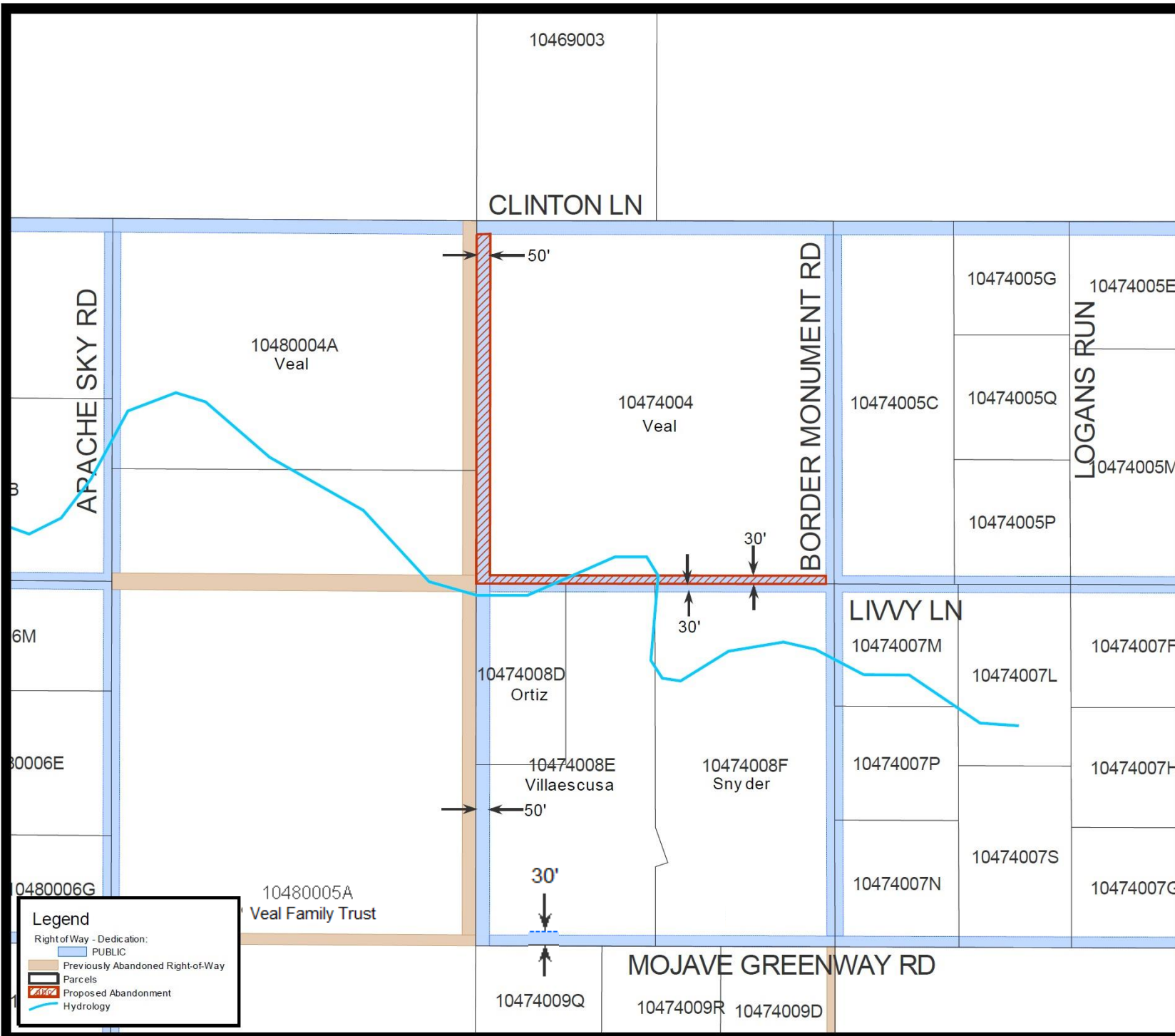
Proposed
Abandonment of
certain easements
in Palominas
Ranch

Section 18
Township 24 South
Range 22 East

This map is a product of the
Cochise County GIS
Information Technology Dept.



0' 1" = 500'



Legend

Right of Way - Dedication:

- PUBLIC
- Previously Abandoned Right-of-Way

Parcels

Proposed Abandonment

Hydrology

RESOLUTION 17-___

**AUTHORIZING THE ABANDONMENT OF A PUBLIC RIGHT-OF-WAY
IN PALOMINAS RANCHES UNIT I**

WHEREAS, the Board of Supervisors of Cochise County, Arizona is authorized to dispose of unnecessary public roadway pursuant to A.R.S. § 28-7201 through 28-7215; and

WHEREAS, there has been presented to the Board of Supervisors of Cochise County Arizona, a formal request praying for the abandonment of that certain public right-of-way, more particularly described as follows:

See attached **EXHIBIT “A”**

WHEREAS, the Board of Supervisors having considered all comments regarding this request at their meeting held December 5th, 2017, and having determined that the public right-of-way described hereinabove is not necessary for public use as a roadway pursuant to A.R.S. § 28-7202; and

WHEREAS, unknown public utilities may exist within said right-of-way.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the petition for the abandonment as described and requested herein is hereby granted, and the public easement is hereby vacated, in accordance with A.R.S. § 28-7214.

IT IS FINALLY RESOLVED that any and all rights-of-way or easements for existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposals or abandonment thereof, pursuant to A.R.S. § 28-7210.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2017.

Ann English, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe Gr Rios,
Clerk of the Board

Britt Hanson, Chief Civil
Deputy County Attorney

EXHIBIT "A"

That certain 50.00 foot public easement, traversing the West 50.00 feet of Parcel 17 and that certain 30.00 foot public easement traversing the South 30.00 feet of Parcel 17, created by the plat of that Report of Survey, known as Palominas Ranches Unit I, recorded in Book 2 of Surveys, page 31, office of the Cochise County Recorder.



Cochise County
Community Development
Highway and Floodplain Division

Public Programs...Personal Service
www.cochise.az.gov

MEMORANDUM

Date: August 2, 2017
To: Teresa Murphy, Right- of-Way Agent
From: Dennis L. Donovan, P.E.
for Karen L. Lamberton, AICP, County Transportation Planner
Subject: Abandonment of Easements Within Palominas Ranches / Parcel # 104-74-004

The Applicants, Bryan & Nataliya Veal, own vacant Parcel (#104-74-004) upon which the easements exist that are the subject of the abandonment request. The Applicants also own the adjacent Parcel #104-80-004A immediately to the west upon which a residence and out-buildings exist. The stated goal is for the County to vacate the existing easements so that the entire 70 plus or minus acres of their contiguous properties can be fenced for cattle.

The property is located on the south side of E. Clinton Ln and the west side of S. Boulder Monument Rd. within an approximately 1.5 square mile assortment of land which was platted in 1980 and recorded in 1983 in Cochise County as Palominas Ranches Unit 1. Parcel 104-74-004 is Lot 17 of that 40 acre parcel land split. Parcel 104-80-004A is the approximately northerly 2/3rd of Lot 16.

A field visit was conducted during the rainy afternoon of July 26th and photos were taken during the drive which are on file at the County. For said field visit, roadway access to the site initially was along County maintained S. Smith Ave. south from State Highway 92 to Clinton Ln. Beyond the cluster of mail boxes at that location, Clinton Ln. and all of the remaining roadway system in the area is **not** County maintained.

Clinton Ln. jogs west and the south ¼ mile on each leg and then extends westerly for about 1.75 miles. The subject parcels front on Clinton from ½ to 1 mile west of the southerly jog. The road itself is a rough, but passable private roadway, as is S. Border Monument Rd. that extends southerly along the east line of Parcel 104-74-004.

A rather large overhead electric power line extends east to west along the south side of the dirt road that constitutes Clinton Ln. throughout the one-half mile of frontage of the Veal's property. An existing fence extends southerly from Clinton along the common property line

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

between the two parcels owned by the Applicant. The west side of the common parcel line has already had the 50 feet of easement vacated by separate action. The County's GIST aerial and multi-layered informational tool was observed, and there is no apparent access nor utility uses utilizing the westerly 50 feet or the southerly 30 feet of Parcel #104-74-004.

Access to undeveloped Parcel 104-74-008D was considered as a potential issue due to the requested abandonment of the southerly 30 feet of the Applicant's property. The County information shows E. Livvy Rd in that alignment currently providing access to parcels to the east of S. Border Monument Rd. If Livvy Rd. were to be extended to the west as one option for access to the undeveloped parcel, it would soon run into a significant desert wash and floodplain.

It is a much better option for the referenced parcel to obtain access from the south along E. Mojave Greenway Rd. and either across Parcel 104-74-008E or along the 50 foot easement existing on the west side of Lot 21, Palominas Ranches, Unit 1.

The existing zoning on both parcels subject to the easement abandonment is RU4, and if the approximately 70 acres were to develop, alternate interior access and utility corridors would need to be created at that time. Accordingly, the Transportation Planning Division has no objection to Cochise County's granting the Applicant's wish and abandoning the requested easements.

Letters and Responses from Property Owners

9/5/2017

•••

Bryan and Nataliya Veal
9186 E. Clinton Lane
Hereford, AZ 85615-9738

Ernest and Mary Helen Ortiz
2344 S. McFee Stravenue
Tucson, AZ 85713-3954

Dear Mr. and Mrs. Ortiz,

We recently purchased parcel ID 104-74-004 north of you on the corner of Clinton Lane and Border Monument Road. A property survey marks the proposed fence line along the right of way on Clinton Lane and Border Monument Road and along the southern property line.

We are asking the County to abandon the 50' right of way along our western property line and the 30' right of way on our southern property line. See enclosure 1, Roadway Abandonment Application. **No utilities exist within the proposed abandonment areas highlighted in pink on the attached map, enclosure 2.** The west side of the property is already fenced. We will be fencing the remainder of the parcel for cattle.

We are reaching out to you as well as APS, Century Link, Palominas Fire District and US Customs and Border Protection for any comments or issues of concern. A stamped envelope is enclosed for your reply. Please return no later than September 15, 2017.

Sincerely,



Bryan and Nataliya Veal

Enclosures: 2

CC: Teresa Murphy, Cochise County Right of Way Agent

9/5/2017

•••

Bryan and Nataliya Veal
9186 E. Clinton Lane
Hereford, AZ 85615-9738

George Villaescusa
3221 W. Via San Teresa
Tucson, AZ 85746-8429

Dear Mr. Villaescusa,

We recently purchased parcel ID 104-74-004 north of you on the corner of Clinton Lane and Border Monument Road. A property survey marks the proposed fence line along the right of way on Clinton Lane and Border Monument Road and along the southern property line.

We are asking the County to abandon the 50' right of way along our western property line and the 30' right of way on our southern property line. See enclosure 1, Roadway Abandonment Application. **No utilities exist within the proposed abandonment areas highlighted in pink on the attached map, enclosure 2.** The west side of the property is already fenced. We will be fencing the remainder of the parcel for cattle.

We are reaching out to you as well as APS, Century Link, Palominas Fire District and US Customs and Border Protection for any comments or issues of concern. A stamped envelope is enclosed for your reply. Please return no later than September 15, 2017.

Sincerely,

Bryan Veal
Nat Veal

Bryan and Nataliya Veal

Enclosures: 2

CC: Teresa Murphy, Cochise County Right of Way Agent

October 6, 2017

Dear Mr and Mrs Veal,

Thanks for your letter. We actually do know a little bit about easements. The Palominas Ranch developers and the county have provided a public easement of sixty feet; half is on your side of the property line, the other half on ours. You want to close your half so your cattle have the full range of your property. We understand all that, and we wish you success with your cattle business.

It is also true that we could dedicate additional portions of our land for future easements as development opportunities present themselves. But why should we, when the county has already provided a public easement? It even has a name; Livvy Lane, which provides direct access to Border Monument Drive, our main street.

And there is another issue: Our properties have been up for sale in the past, and they may be again soon. The land can be further subdivided, and any future owners will need to have access and utilities from somewhere. We are not considering access through our own properties at this time. We want full public access.

We have not opposed any of your previous abandonments. It would be premature to abandon any part of Livvy Lane. We cannot agree to close any part of the existing easement until there is some certainty about the future of our properties. If somebody buys us all out, all three of our parcels (8D, 8E and 8F), as a single purchase, the new owner might agree to close your half, depending on his/her plans. We do not. So we are going to oppose this particular abandonment until there is some conclusion to our own situation.

Sincerely,

Mr. and Mrs. Ortiz
Mr. and Mrs. Snyder
Mr. and Mrs. Villaescusa



cc: Teresa Murphy

9/5/2017

Bryan and Nataliya Veal
9186 E. Clinton Lane
Hereford, AZ 85615-9738

Robert and Lillian Snyder
2435 S. Sawtelle Avenue
Tucson, AZ 85713-4062

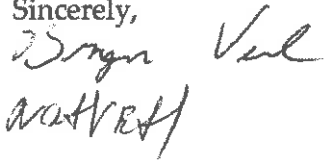
Dear Mr. and Mrs. Snyder,

We recently purchased parcel ID 104-74-004 north of you on the corner of Clinton Lane and Border Monument Road. A property survey marks the proposed fence line along the right of way on Clinton Lane and Border Monument Road and along the southern property line.

We are asking the County to abandon the 50' right of way along our western property line and the 30' right of way on our southern property line. See enclosure 1, Roadway Abandonment Application. **No utilities exist within the proposed abandonment areas highlighted in pink on the attached map, enclosure 2.** The west side of the property is already fenced. We will be fencing the remainder of the parcel for cattle.

We are reaching out to you as well as APS, Century Link, Palominas Fire District and US Customs and Border Protection for any comments or issues of concern. A stamped envelope is enclosed for your reply. Please return no later than September 15, 2017.

Sincerely,



Bryan and Nataliya Veal

Enclosures: 2

CC: Teresa Murphy, Cochise County Right of Way Agent

September 10, 2017

Lillian Snyder
2435 S. Sawtelle Ave.
Tucson, AZ 85713

Dear Mr. and Mrs. Veal,

I am writing on behalf of my brother and sister, and our families, who co-own the parcels of land that make up those known as 8 D, E and F on your map. Thank you for the letter advising us of your intentions to abandon the easement along our common boundary along Livvy Lane. We must inform you that we do not want the easement abandoned. We fear that it would affect 8D's future development in an especially unfavorable manner. It might also negatively affect parcels 8E and 8F, if they are divided for heirs or for future sale. We all hope you understand our need to safeguard the easements that are left to us for future development. We have also written a letter to the County Right of Way Agent, Ms. Murphy, in Bisbee.

On the other hand, we did discuss considering an offer if you wished to purchase all three parcels. There is a well on 8E and on 8F. You may call my brother, George Villiaescusa, or my husband, Robert Snyder, to discuss this matter. They may be able to answer questions that you may have concerning the properties.

My father, Raul Villaescusa, was the original owner of Parcel 21 since it was sold at auction. I think he would be happy to know that cows have returned to his land. just as when he first purchased it.

Sincerely,

Lillian Snyder
Lillian Snyder
(520) 624-6785

Robert's cell: (520)
401-2721

George: (520) 883-7522

September 8, 2017

Re: Proposed abandonment
of E. Livvy Lane easement


Dear Ms. Teresa Murphy,
Cochise County Right of Way Agent:

This letter is written on behalf of the property owners who would be affected by the Roadway Abandonment Application submitted by Mr. and Mrs. Bryan Veal. Their Assessor's Parcel Number is 104-74-004. The easement in question is North of our properties. The easement West of our properties has already been abandoned by the owners of property "5A" on the enclosed map, which we believe is the Veal family as well.

We do NOT want the easement along East Livvy, north of our properties abandoned. The owners of Parcel "8D" would have no access to their property, isolating it and making it worthless. The owners of "8E," and "8F" would not be able to divide property for heirs or for sale, due to limited access.

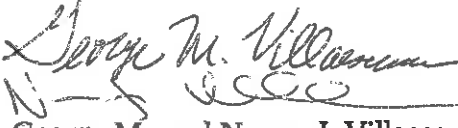
Please consider that while we may be small land owners, our taxpayer needs must be considered too. We do not feel that an additional thirty feet of land along our property's boundaries would make a great deal of difference for such a large land owner as Mr. Veal. Those same thirty feet can mean a world of difference for a small land owner who has already had six hundred and sixty feet of one side of his property's easement abandoned. We don't know how Mr. Veal's action will affect our properties. Would our thirty feet still be active, and is that enough for a future road or utilities? Please don't permanently abandon another side of "8D." Please do not close Livvy Lane.

Respectfully,


Robert J. and Lillian G. Snyder
2435 S. Sawtelle Ave.
Tucson, AZ 85713
(520) 624-6785


Parcel: 8F

Vote: No Approval
of proposed abandonment


George M. and Norma J. Villaescusa
3221 Via San Teresa
Tucson, AZ 85746
(520) 8837522

Parcel: 8E

Vote: No Approval
of proposed abandonment


Ernest P. and Mary H. Ortiz
2344 S. McFee Strav.
Tucson, AZ 85713
(520) 622-8429

Parcel: 8D

Vote: No Approval
of proposed
abandonment

*As long as we are the owners we will never want
this easement abandoned. Thank you.*

9/5/2017

•••

Bryan and Nataliya Veal
9186 E Clinton Lane
Hereford, AZ 85615-9738

Veal Family Trust
11481 S Apache Sky Rd
Palominas, AZ 85615-9075

Dear Mr. and Mrs. Veal,

We recently purchased parcel ID 104-74-004 east of you on the corner of Clinton Lane and Border Monument Road. A property survey marks the proposed fence line along the right of way on Clinton Lane and Border Monument Road and along the southern property line.

We are asking the County to abandon the 50' right of way along our western property line and the 30' right of way on our southern property line. See enclosure 1, Roadway Abandonment Application. **No utilities exist within the proposed abandonment areas highlighted in pink on the attached map, enclosure 2.** The west side of the property is already fenced. We will be fencing the remainder of the parcel for cattle.

We are reaching out to you as well as APS, Century Link, Palominas Fire District and US Customs and Border Protection for any comments or issues of concern.

Sincerely,

Bryan Veal
NATALIYA

Bryan and Nataliya Veal

Enclosures: 2

CC: Teresa Murphy, Cochise County Right of Way Agent

*We have no
issues, fully supporting
this abandonment request.
Jack R. Veal
Loraine Veal
Trustees for Veal Family Trust*

Follow-up to Property Owner Concerns

9/22/2017

•••

Bryan and Nataliya Veal
9186 E. Clinton Lane
Hereford, AZ 85615-9738

Ernest and Mary Helen Ortiz
2344 S. McFee Stravenue
Tucson, AZ 85713-3954

Dear Mr. and Mrs. Ortiz,

We are following up on the issues and concerns you raised to us and Teresa. We want to help you understand the process for the easement abandonment. Also, remember that we are not asking for any action on your property, only our own. When Palominas Ranches was drawn up prior to your parents purchase at auction, the developers had to make sure all parcels had access because you cannot sell landlocked property. As parcels are subdivided and transferred, property owners have to make sure access is still available for all parcels, regardless of the size of the acreage. We are going through the removal process, completing and submitting the Roadway Abandonment Application, enclosure 1, to be legally correct in placing our fence 6" back from our southern property line to realize full usage of our property.

As an example to help you understand how easements work, look at the enclosure 2 again for the property to the south of you, Lot 9. That parcel originally had public easements on the east side for Border Monument Road and on the south. The two public easements provided sufficient access for the 40 acres. When that parcel was subdivided, the owner provided a private easement to the newly divided parcels because they did not have a public easement on the north side of Lot 9 that adjoins you on your south boundary. They also did not use the easement on your south boundary. My point here is that if you feel you need additional access within your Lot 8 to get to any future splits, you can dedicate a private easement to those lots within your property for access. It sounds like you want to have access through the middle of your property. Contact the surveyor who split your parcels from the original 40 acres to ensure future properties have access.

The letter to Teresa dated September 8, 2017 at enclosure 4, states it is "written on behalf of the property owners who would be affected" by the abandonment request. There are no property owners affected. Once again, as you look at your Lot 8 on enclosure 2, you see a solid line around your entire parcel. That is the property line between you and your neighbors. The dotted line to the inside is your public property easement where roads could potentially be built. You have four public easements surrounding your entire parcel, 30' on the north, 40' on the south, 50' to the west and 30' at Border Monument on the east.

Yes, the easement to the west of you is 5A, owned by the Veal Family Trust. It was abandoned by the Board of Supervisors 19 years ago, recording ID 980100567. Our easement to the east of our 4A was also abandoned per our request on that action. I am sure you see the fencing 6" back inside the Veal Family Trust property as a result of that easement abandonment. I remember that some members of your family attended that meeting and were sitting with your father. Former Board Member Tony Saracino asked the County Engineer what it would cost to build a bridge across the wash after looking at the flood map, enclosure 3. The answer was "about a million dollars" and another reason the County approved abandoning their interest.

Again, we do not own 5A. We are the new owners of Lot 4, just purchased it a few months back. We want to remove the public easements highlighted in pink on enclosure 2. Notice that the areas are all within our parcel 4, not outside of it on your property. We also own 4A which is contiguous to our new Lot 4; both of our properties have the blue stripes across.

The owners of property 8D and 8E have access from Border Monument coming in on the 30' on the north side of the property (Livvy Lane) or on the south 40' (Mojave Greenway) then turning onto the north 50'. The statement that 8D would have no access is incorrect. It currently does and would continue to do so. Your property is not landlocked. Lots 8E and 8F are also accessible with your existing easements and can be divided for heirs or for sale due within your current access.

Mention is made that "thirty feet can mean a world of difference for a small landowner who has already had six hundred and sixty feet of one side of his property's easement abandoned." Not correct. Your property easement was not abandoned, only your neighbor's. The county is still showing your dotted line easement on their current property maps. If you have a recording ID showing the public easements removed within your property from 19 years ago, please provide that information. Again, this process has nothing to do with the size of the parcel, only that there is an option available to remove if you do not have a need for the public easement.

You asked Teresa if 30' would "still be active, and is that enough for a future road and utilities." The answer to that is absolutely. Nobody is asking for removal of any easements on your property. We are only talking about our property. If you again look to enclosure 2, notice that there is only a 30' easement on the east of Lot 9. The land to the east beyond Lot 9 is part of the BLM, not the Palominas Ranches subdivision and has no easement. The neighbors to the south of you have trash pickup, telephone, and electric service with no problem on that 30'.

As to your proposal to purchase your property on your letter to us dated September 10, 2017 at enclosure 5, we would not be interested. It would cost about \$20,000 just to remove the two mobile homes not counting any disposal expenses. That cost would have to be considered in the purchase price. We wish you well in your efforts to find the right buyer.

Regarding your concern about future development in enclosure 5, the primary limits are how you divide your property, not your neighbors. Cochise County has no interest in maintaining existing roads, much less developing a new road traveling down a wash. If you would like to build a road on your public easement or any other area on your property, that is your choice.

We hope you reconsider your statement that "As long as we are the owners we will never want this easement abandoned" now that you hopefully understand we are not impacting your property. We have no interest in using your property and only want to use all of ours as we are sure you have no interest in ours. Let us know if you have any other issues.

I am copy furnishing this letter to Teresa Murphy for transparency.

Sincerely,

Bryan Veal
Natali Veal

Bryan and Nataliya Veal
520-366-5775
vealb@msn.com

Enclosures: 5

CC: Teresa Murphy, Cochise County Right of Way Agent

Letters and Responses from Utilities

From: Bryan Veal
Sent: Tuesday, September 5, 2017 3:13 PM
To: susie.beall@aps.com
Cc: Bryan Veal
Subject: Cochise County easement abandonment

Susie,

See the two attached documents related to an easement abandonment request for our property here in Cochise County. We are being instructed by Cochise County to get a coordinated response from APS prior to the County's consideration of our request (page 2 of the Proposed Abandonment letter). The attached Arizona Public Service letter is addressed to Antonia Morales, but it seems that you are the proponent for this question. Please let us know if APS has any issues with our abandonment request. As stated on the attached letter to APS, no utilities currently exist on the proposed abandonment area.

Please provide a reply by September 15, 2017 or sooner. Thanks for your time.

Bryan and Nataliya Veal

9/5/2017

...

Bryan and Nataliya Veal
9186 E. Clinton Lane
Hereford, AZ 85615

Arizona Public Service
Antonia Morales
1034 F Avenue
Douglas, AZ 85607

ATTN: Antonia Morales,

We purchased parcel ID 104-74-004 at the corner of Clinton Lane and Border Monument Road. A recent property survey marks our proposed fence line along the right of way on Clinton Lane and Border Monument Road and along the southern property line.

We are asking the County to abandon the 50' right of way along our western property line and the 30' right of way on our southern property line. See enclosure 1, Roadway Abandonment Application. **No utilities exist within the proposed abandonment areas highlighted in pink on the attached map, enclosure 2.** The west side of the property is already fenced. We will be fencing the remainder of the parcel for cattle.

We are reaching out to APS, Century Link, Palominas Fire Department, US Customs and Border Protection and adjoining property owners for any comments or issues of concern.

Sincerely,



Bryan and Nataliya Veal

Enclosures: 2

CC: Teresa Murphy, Cochise County Right of Way Agent



ARIZONA PUBLIC SERVICE

SUSIE BEALL

Land Agent II

Land Services Department

Mail Station 3286

P.O. Box 53933

Phoenix, AZ 85072-3933

T: 602.371.7948

C: 602.809.0685

F: 602.371.6586

susie.beall@aps.com

September 26, 2017

Bryan and Nataly Veal
9186 E. Clinton Lane
Hereford, Arizona 85615

RE: Release of Public Rights-of-Way

Dear Mr. and Mrs. Veal:

Per your request, dated September 15, 2017, for Arizona Public Service Company's (APS) concurrence to release that portion of the Public Rights-of-Way over the Westerly 50 feet and the Southerly 30 feet, excluding the Easterly 30 feet, of your property located in GLO Lot 1, Section 18, T24S, R22E of the Gila and Salt River Base and Meridian, Cochise County, Arizona, also known as Assessor Parcel Number 104-80-004, the following information is provided:

I have researched our records and found that the subject property is situated within the APS service territory.

These records show that there are no existing facilities within the Westerly 50 feet and the Southerly 30 feet, excluding the Easterly 30 feet, of your property.

APS will agree to the abandonment of said Public Right-of-Way.

Should you have further questions concerning this matter, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Susie Beall".

Susie Beall, SR/WA
Land Agent II

cc: file

9/15/2017

Bryan and Nataliya Veal
9186 E. Clinton Lane
Hereford, AZ 85615

Cochise County Community Development
Highway and Floodplain Division
Teresa Murphy
1415 Melody Lane, Building F
Bisbee, AZ 85603

Teresa,

We contacted Cox at 520-439-0656. Upon providing our address, the Cox representative confirmed that no service is provided in this area.

Sincerely,


Bryan and Nataliya Veal
vealb@msn.com
520-366-5775

9/5/2017

••••

Bryan and Nataliya Veal
9186 E. Clinton Lane
Hereford, AZ 85615

Century Link
Karl Opperman
1060 Giulio Cesare Ave
Sierra Vista, AZ 85635

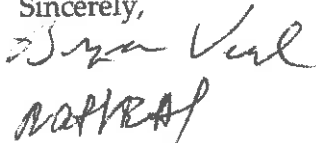
ATTN: Karl Opperman,

We purchased parcel ID 104-74-004 at the corner of Clinton Lane and Border Monument Road. A recent property survey marks our proposed fence line along the right of way on Clinton Lane and Border Monument Road and along the southern property line.

We are asking the County to abandon the 50' right of way along our western property line and the 30' right of way on our southern property line. See enclosure 1, Roadway Abandonment Application. **There are no utilities within the proposed abandonment areas highlighted in pink on the attached map, enclosure 2.** The west side of the property is already fenced. We will be fencing the remainder of the parcel for cattle.

We are reaching out to APS, Century Link, Palominas Fire Department, US Customs and Border Protection and adjoining property owners for any comments or issues of concern

Sincerely,



Bryan and Nataliya Veal

Enclosures: 2

CC: Teresa Murphy, Cochise County Right of Way Agent

Bryan & Nataliya VEAL
9186 E. Clinton Ln.
Palominas, AZ

2017-19293

Page 1 of 2

Requested By: Bryan Veal
David W. Stevens - Recorder
Cochise County, AZ

10-04-2017 08:45 AM Recordings Fee \$10.00

RELEASE OF EASEMENT

(Parcel # 104-74-004)

Qwest Corporation d/b/a CenturyLink QC, (formerly known as U S West Communications, and Mountain States Telephone and Telegraph) hereinafter called "company", for and in consideration for Ten Dollars (\$10.00) and other good and valuable consideration does hereby release, remise and quitclaim any and all rights, title and interest acquired by the "company" or its assignors in the real property under a 30' Public Utility Easement located on the southern portion of parcel # 104-74-004 (Section 18, T 24S, R 22E), Lot 17, of Palominas Ranches Unit 1 subdivision recorded in Survey Book 2, Page 31B, in Cochise County, Arizona. See attached exhibit.

The purpose of this document is to release that portion of the easement described in the records indicated above, hereby expressly excepting and reserving the company any and all interest otherwise acquired in said property, except as stated above.

Executed this 3rd day of October, 2017

By: 
Meron Kidane

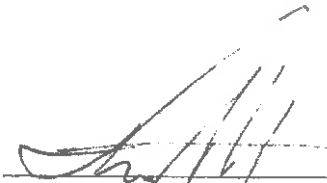
Its: Right of Way Manager

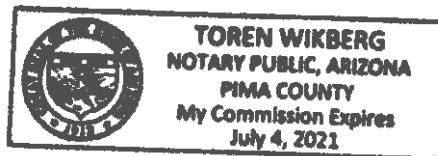
STATE OF ARIZONA
County of Pima

The foregoing instrument was acknowledged by me this 2nd day of October, 2017 by
Meron Kidane as Right of Way Manager of Qwest Corporation d/b/a CenturyLink QC.

My commission expires July 4th 2021

Witness my hand and official seal.


Notary Public



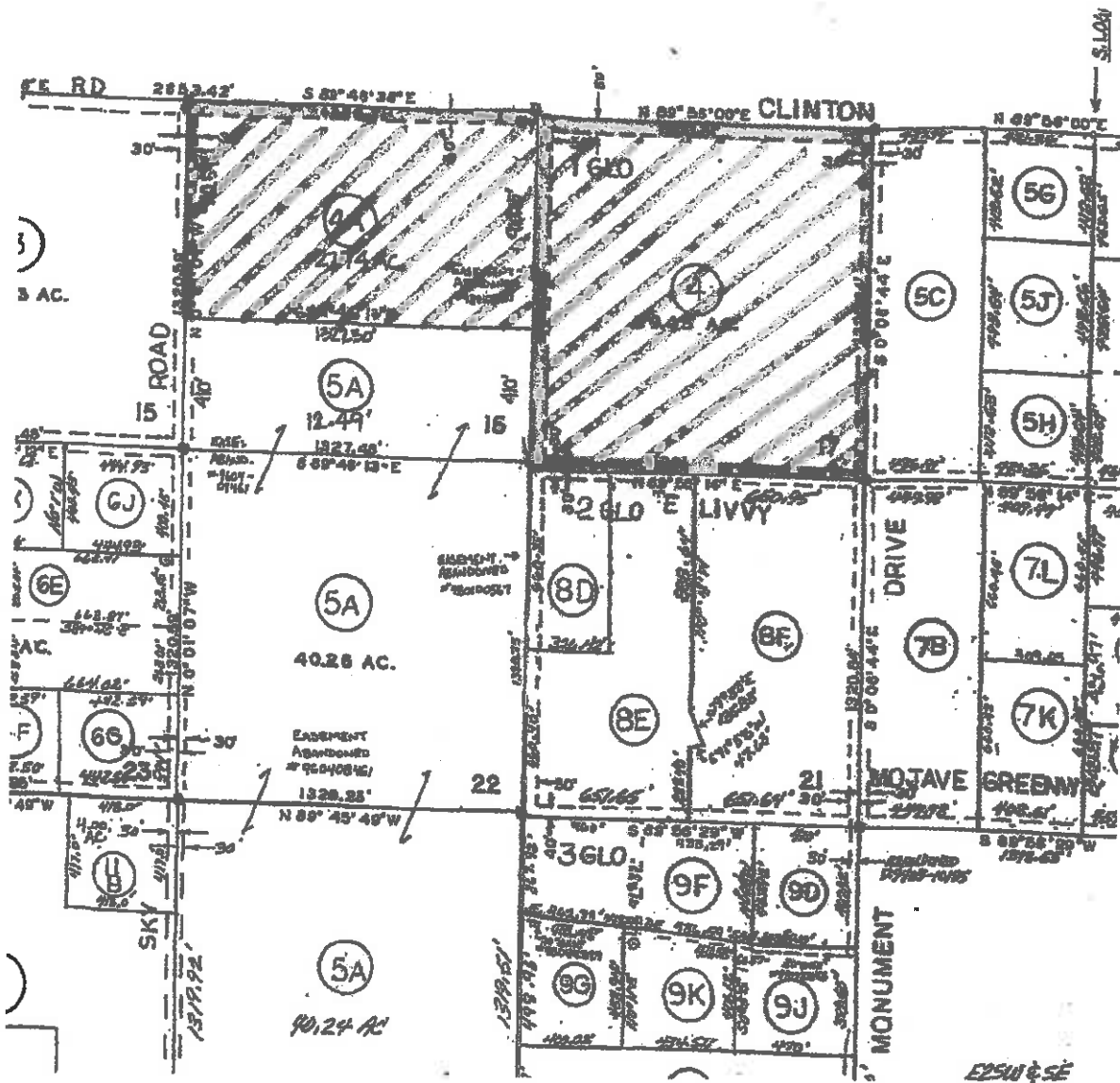
Wire center: PLMNAZMA
FW #N.298476
NRE # P792947

Enclosure 2

Veal property
Proposed abandoned
Easements retained

104-80
Sec 13, T24S, R21E

104.74
Sec 18 T24S, R22E



Bryan & Nataliya VEAL
9186 E. Clinton Ln.
Palomina, #2.

2017-19294
Page 1 of 2
Requested By: Bryan Veal
David W. Stevens - Recorder
Cochise County, AZ
10-04-2017 08:45 AM Recording Fee \$10.00

RELEASE OF EASEMENT
(Parcel # 104-74-004)

Qwest Corporation d/b/a CenturyLink QC, (formerly known as U S West Communications, and Mountain States Telephone and Telegraph) hereinafter called "company", for and in consideration for Ten Dollars (\$10.00) and other good and valuable consideration does hereby release, remise and quitclaim any and all rights, title and interest acquired by the "company" or its assignors in the real property under a 50' Public Utility Easement located on the western portion of parcel # 104-74-004 (Section 18, T 24S, R 22E), Lot 17, of Palominas Ranches Unit 1 subdivision recorded in Survey Book 2, Page 31B, in Cochise County, Arizona. See attached exhibit.

The purpose of this document is to release that portion of the easement described in the records indicated above, hereby expressly excepting and reserving the company any and all interest otherwise acquired in said property, except as stated above.

Executed this 3rd day of October, 2017

By: 
Meron Kidane


Its: Right of Way Manager

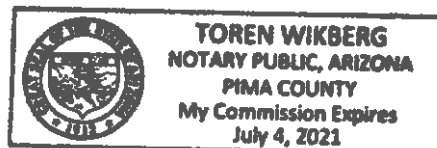
STATE OF ARIZONA
County of Pima

The foregoing instrument was acknowledged by me this 3rd day of October, 2017 by
Meron Kidane as Right of Way Manager of Qwest Corporation d/b/a CenturyLink QC.

My commission expires July 4th 2021

Witness my hand and official seal.


Notary Public



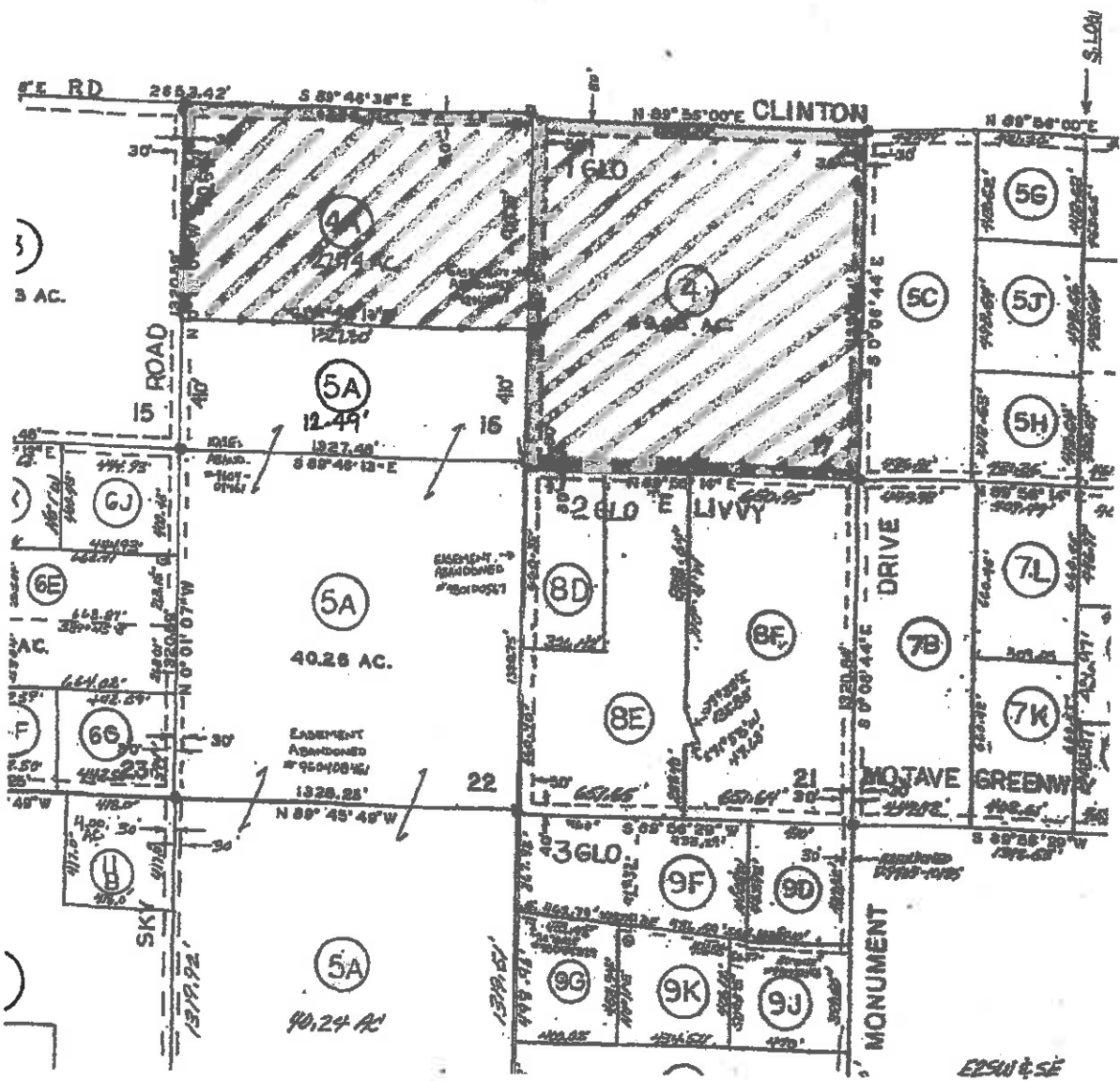
Wire center: PLMNAZMA
FW #N.298476
NRE # P792947

Enclosure 2

Veal property
Proposed abandoned
Easements retained

104-80
Sec 13, T24S, R21E

104.74
Sec 18 T24S, R20E



9/5/2017

Bryan and Nataliya Veal
9186 E. Clinton Lane
Hereford, AZ 85615

Palominas Fire District
Chief Mark Matthews
9695 E Highway 92
Hereford, AZ 85615

ATTN: Chief Mark Matthews,

We purchased parcel ID 104-74-004 at the corner of Clinton Lane and Border Monument Road. A recent property survey marks our proposed fence line along the right of way on Clinton Lane and Border Monument Road and along the southern property line.

We are asking the County to abandon the 50' right of way along our western property line and the 30' right of way on our southern property line. See enclosure 1, Roadway Abandonment Application. **There are no utilities within the proposed abandonment areas highlighted in pink on the attached map, enclosure 2.** The west side of the property is already fenced. We will be fencing the remainder of the parcel for cattle.

We are reaching out to APS, Century Link, Palominas Fire District, US Customs and Border Protection and adjoining property owners for any comments or issues of concern.

Sincerely,

Bryan Veal
NATALIYA

Bryan and Nataliya Veal

Enclosures: 2

CC: Teresa Murphy, Cochise County Right of Way Agent

From: mark@palominasfire.com
Sent: Tuesday, September 5, 2017 2:38 PM
To: Bryan Veal
Subject: RE: FW: Chief Matthews email

That is correct we see not issues.

On 2017-09-05 14:37, Bryan Veal wrote:

> Chief,
>
> Thanks your reply. The fence will be a 5 strand 4 point barb wire with
> a gate. It will not block access to other adjoining properties. They
> have their own easements. So just confirm, the Fire District has no
> issues, correct?
>
> Sincerely,
>
> Bryan Veal
>
> Sent from Mail [1] for Windows 10
>
> FROM: mark@palominasfire.com
> SENT: Tuesday, September 5, 2017 1:12 PM
> TO: Bryan Veal
> SUBJECT: Re: FW: Chief Matthews email
>
> Bryan,
>
> I do not see any issues for the Fire District as long as the fence
> does
> not block any access to the lots and will the fence be standard 3
> strand
> cattle wire or a more durable fence?
>
> Mark Matthews
> Fire Chief
> Palominas Fire District
>
> On 2017-09-02 13:17, Bryan Veal wrote:
>> Chief Matthews,
>>
>> Please see the attached documents in reference to an easement
>> abandonment on our property. Please let me know if there is any
>> additional information that is needed from us. Thanks for your time!
>>
>> Sincerely,
>>
>> Bryan Veal
>>

>> 366-5775

>>

>> Sent from Mail [1] for Windows 10

>>

>> FROM: JRV

>> SENT: Saturday, September 2, 2017 9:23 AM

>> TO: 'Bryan Veal'

>> SUBJECT: Chief Matthews email

>>

>> Hi Bryan,

>>

>> Here is the email address for Chief Matthews:

>>

>> Mark Matthews <mark@palominasfire.com>

>>

>>

>>

>> Links:

>> -----

>> [1] <https://go.microsoft.com/fwlink/?LinkId=550986>

> Does the abandonment block any access to Lots

>

>

>

> Links:

> -----

> [1] <https://go.microsoft.com/fwlink/?LinkId=550986>

9/5/2017

Bryan and Nataliya Veal
9186 E. Clinton Lane
Hereford, AZ 85615

US Customs and Border Protection
Naco Station
Jeff Snavelly, Deputy Patrol Agent in Charge
2136 S Naco Hwy
Bisbee, AZ 85603

ATTN: Deputy Patrol Agent in Charge (Jeff Snavelly)

We purchased parcel ID 104-74-004 at the corner of Clinton Lane and Border Monument Road. The recent property survey marks our proposed fence line along the right of way on Clinton Lane and Border Monument Road and along the southern property line.

We are asking the County to abandon the 50' right of way along our western property line and the 30' right of way on our southern property line. See enclosure 1, Roadway Abandonment Application. **There are no utilities within the proposed abandonment areas highlighted in pink on the attached map, enclosure 2.** The west side of the property is already fenced. We will be fencing the remainder of the parcel for cattle.

We are reaching out to APS, Century Link, Palominas Fire Department, US Customs and Border Protection and adjoining property owners for any comments or issues of concern.

Sincerely,

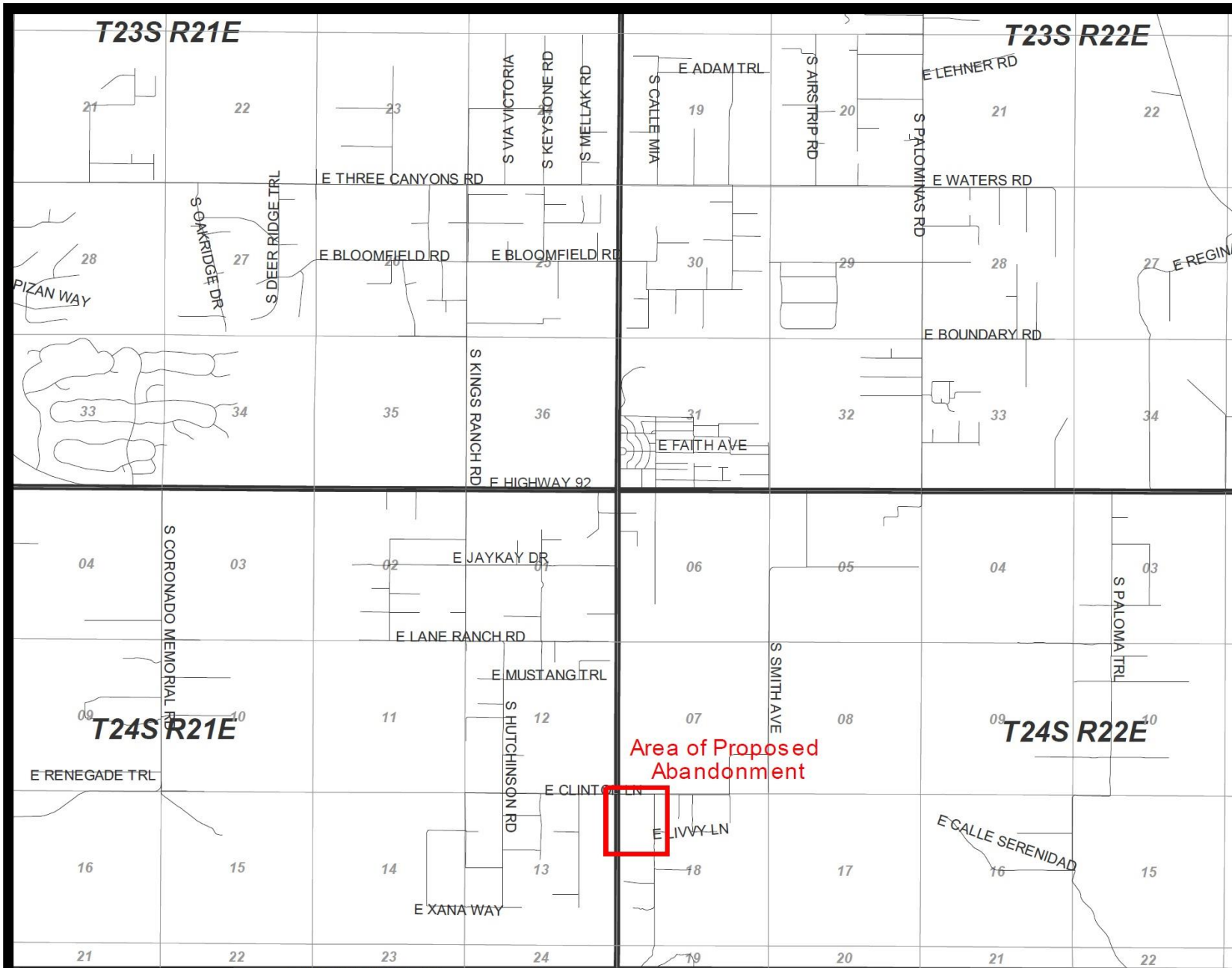
Bryan Veal
NATALIYA

Bryan and Nataliya Veal

Enclosures: 2

CC: Teresa Murphy, Cochise County Right of Way Agent

*U.S.B.P. BRIAN A. TERRY STATION
HAS NO CONCERN REGARDING THE
DESCRIBED ABANDONMENT.
THANK YOU
Bryan A. Terry*



Location Map

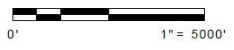
Proposed
Abandonment of
certain
easements in
Palominas Ranch

Section 18
Township 24 South
Range 22 East

This map is a product of the
Cochise County GIS
Information Technology Dept.

Legend

- Townships
- Sections
- Roads
- Area of Proposed Abandonment



COCHISE COUNTY

Abandonment of Public Right-of-Way in Palominas Ranches Unit I

December 5th, 2017



Public Programs...Personal Service

10469003

CLINTON LN

APACHE SKY RD

10480004A
Veal

10474004
Veal

10474005G

10474005E

10474005C

10474005Q

LOGANS RUN

10474005M

10474005P

BORDER MONUMENT RD

50'

30'

30'

LIVVY LN

10474007M

10474007F

10474007L

6M

10474008D
Ortiz

80006E

10474008E
Villaescusa

10474008F
Snyder

10474007P

10474007H

50'

10480006G

10480005A
Veal Family Trust

10474007N

10474007S

10474007G

30'

MOJAVE GREENWAY RD

10474009Q

10474009R

10474009D

Legend

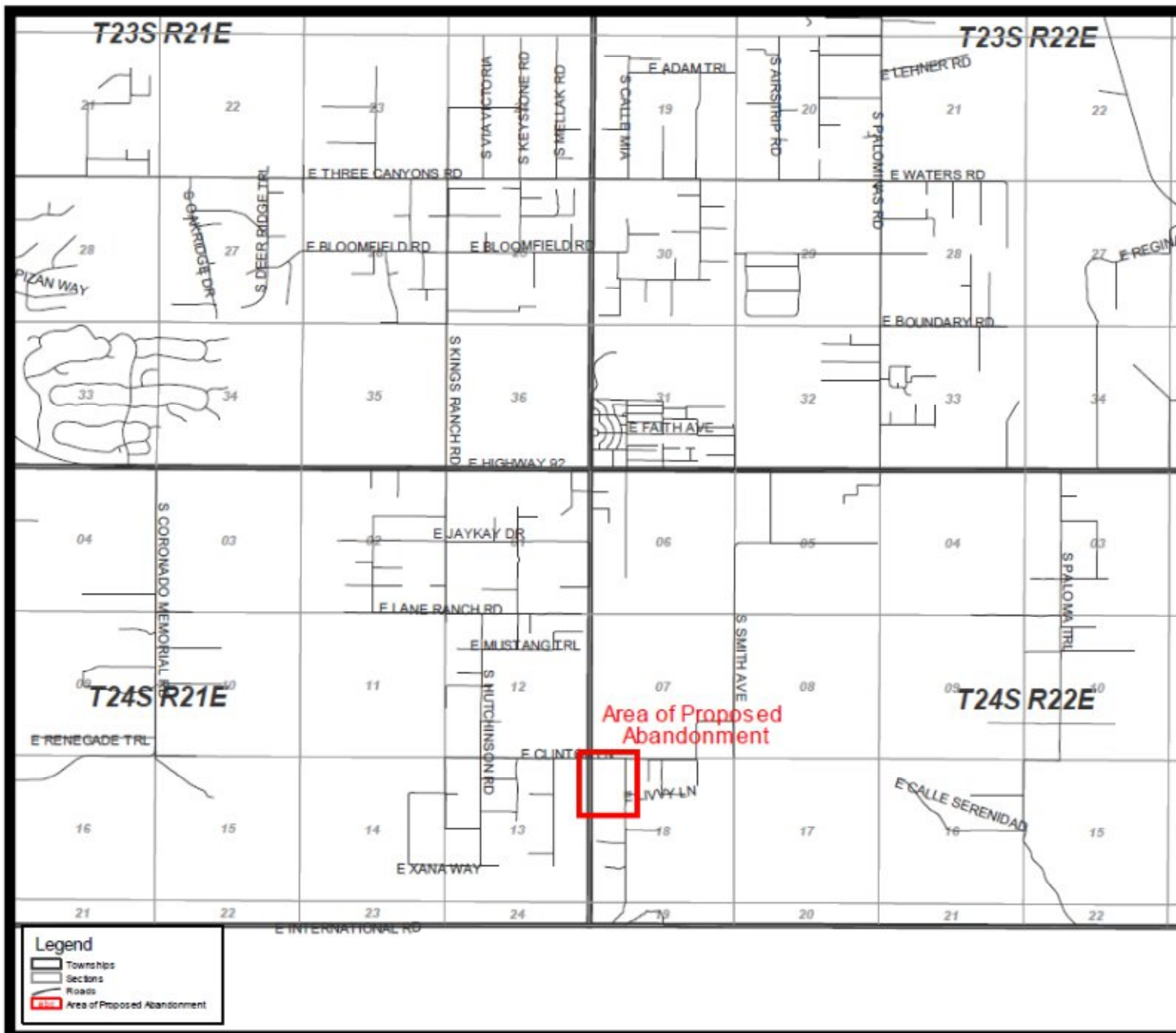
Right of Way - Dedication:

- PUBLIC
- Previously Abandoned Right-of-Way
- Parcels
- Proposed Abandonment
- Hydrology



Easement facing West





**Action 11.
Facilities**

Regular Board of Supervisors Meeting

Meeting Date: 12/05/2017

Approve Lease for Arizona Department of Corrections at BDI

Submitted By: Jay Howe, Facilities

Department: Facilities

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Britt Hanson **TITLE of PRESENTER:** County Attorney Civil Deputy

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve Lease Agreement 18-025-042 with the Arizona Department of Corrections (ADOC) for the period of January 18, 2018 through December 31, 2043 for an annual payment of \$1 and payment of all costs related to water rates and the Bisbee Douglas International (BDI) Water Improvement Project (WIP) repayment.

Background:

DOC and County have been extending the old lease with amendments, while developing this new lease that addresses new water rates to reimburse the County for the Water System Improvements. DOC agreed to all terms and rates incorporated in this lease document and have signed it.

Department's Next Steps (if approved):

File approved and executed lease with Cochise County Facilities Management

Impact of NOT Approving/Alternatives:

DOC will be in violation of operating without a lease and County may not recoup WIP investment

To BOS Staff: Document Disposition/Follow-Up:

Please (1) send one signed original to Stephen Castillo |Senior Procurement Specialist Arizona Department of Corrections
1645 W Jefferson St
Phoenix, Arizona 85007
Phone: 602-364-3794;
and
(2) Deliver one original to Cochise County Facilities Management.

Attachments

DOC Lease

LEASE AGREEMENT

This LEASE AGREEMENT, entered into this 17th day of November, 2017, between COUNTY of COCHISE, State of Arizona (hereinafter, "the COUNTY") and the ARIZONA DEPARTMENT OF CORRECTIONS (hereinafter, "the DEPARTMENT").

RECITALS

WHEREAS, the COUNTY owns and controls certain real property known as the Bisbee-Douglas International Airport (hereinafter, "BDI"); and

WHEREAS, the parties previously entered a 25-year Lease dated November 28, 1983 ("Old Lease") of a portion of BDI described on Exhibits A (legal description) and B (map) (the "Subject Premises"), during which time the Department constructed and operated a minimum and medium security prison at BDI, and continues; and

WHEREAS, the Old Lease has been amended and extended from time to time, with the Old Lease, as extended, set to expire on December 31, 2017; and

WHEREAS, it is the desire of the DEPARTMENT to continue to operate a minimum and medium security prison on the Subject Premises; and

WHEREAS, the DEPARTMENT and the COUNTY's Board of Supervisors are empowered, pursuant to A.R.S. § 41-1604 and A.R.S. § 11-256.01, respectively, to enter into agreements for the lease of property without need for public auction; and

WHEREAS, the COUNTY, pursuant to A.R.S. § 11-256.01, is authorized to specify uses to which the property must be devoted and any terms or conditions for use which the COUNTY determines are in its best interests,

NOW, THEREFORE, the parties agree as follows:

///

I

LEASE OF PREMISES

The COUNTY hereby leases to the DEPARTMENT, and the DEPARTMENT hereby leases from the COUNTY, the Subject Premises.

II

TERMS OF AGREEMENT

The effective date of this AGREEMENT shall be January 1, 2018, and shall remain in effect through December 31, 2043. The parties may, prior to the expiration of this AGREEMENT, enter into a new lease agreement upon such terms and conditions as may be mutually acceptable. Notwithstanding the provisions of this Section, this AGREEMENT may be terminated prior to expiration of the term under the conditions and in the manner set forth below.

III

PURPOSE OF AGREEMENT

The DEPARTMENT understands and agrees that the Subject Premises are leased for the sole purpose of allowing the DEPARTMENT to maintain and operate minimum and medium security correctional facilities and conduct such other activities as may be reasonably incidental thereto. Use of the Subject Premises by the DEPARTMENT for any purpose not within the scope of this section, or by any assignee or successor in interest to the DEPARTMENT, without the express written consent of the COUNTY, shall void the AGREEMENT as of the date of the COUNTY's discovery of such unpermitted uses.

IV

CONSIDERATION

In consideration of the COUNTY's lease of the subject premises, the DEPARTMENT agrees to pay, as rent the sum of ONE DOLLAR (\$1.00) in lawful U.S. currency, payable on the effective date of this AGREEMENT and upon each anniversary date thereof, and further agrees to comply with such other terms and conditions as may be specified in this AGREEMENT.

///

V

CONDITION AND SUITABILITY OF SUBJECT PREMISES

The COUNTY makes no representations or warranties, except as specifically set forth in this AGREEMENT, as to the condition of the Subject Premises as of the effective date of this AGREEMENT or at any other time, and further makes no representations or warranties, except as expressly set forth herein, as to the suitability of the Subject Premises for use of the DEPARTMENT.

VI

SCOPE OF LEASE

Property interests conveyed pursuant to this AGREEMENT consists solely of a leasehold interest in the real property comprising the Subject Premises as described herein.

VII

REPAIRS, MAINTENANCE AND IMPROVEMENTS

The DEPARTMENT shall be fully responsible for all repairs, maintenance and improvements within the boundaries of the Subject Premises except as expressly provided herein.

VIII

UTILITIES

The DEPARTMENT shall be solely responsible for obtaining and maintaining all utility services to the subject premises except for water service, as described herein.

The COUNTY agrees to provide water to the DEPARTMENT subject to the following understandings, terms and conditions:

a) With the agreement of the Department, the County implemented and completed Water System Improvement Project Phase II. The total cost of Phase II was \$1,649,506.67, paid by the County. The Department's share was 95% of the total cost, which is \$1,567,034.19. The Department has already reimbursed the County in the amount of \$242,000, which was its share of the supplemental water supply required during construction of Phase II. Accordingly, the remaining balance owed by the Department to the County is \$1,325,034.19.

b) The current water rate paid by the Department to the County is \$2.30/1000 gallons.

c) Effective January 1, 2018, the rate will be \$4.08/1000 gallons. This consists of the following:

- a. \$1.08 – Operations and Maintenance (routine O&M, including light repairs).
- b. \$2.16 – Financing of improvements.
- c. \$0.84 – Recapitalization

d) The \$4.08/1000 gallon rate shall remain in effect until the balance of \$1,325,034.19 is paid in full, which is expected to approximately five years. Provided, however, that the minimum payment from DOC to the County for any given calendar year, regardless of actual usage, shall be \$265,000 until the balance of \$1,325,034.19 is repaid in full; if, in any calendar year, the actual usage results in payments less than \$265,000, the difference between \$265,000 and payments based on actual usage shall be paid within 30 days after the end of the calendar year.

e) When the balance of \$1,325,034.19 is paid in full, the \$2.16/1000 gallons shall be eliminated from the rate. The recapitalization rate will become \$1.22/1000 gallons. The parties will review the \$1.08/1000 gallon rate for routine O&M and revise it based on the actual average costs that the County has experienced and anticipates. Thereafter, the parties will review the recapitalization and O&M rates every five years, beginning in 2028, and adjust them accordingly to ensure that the rates adequately cover the costs of major repairs, improvements and maintenance.

f) The obligation of the Department to reimburse the County in full for the \$1,325,034.19 shall survive any termination of this Agreement.

g) The amounts paid by the Department for recapitalization of the water system shall be retained by the County in a separate fund line and used only for improvements or major repairs (not routine O&M). If such improvements or major repairs are necessary, and the amount then in the recapitalization fund are insufficient for such improvements or major repairs, the parties shall make up the difference according to a formula of 95% responsibility for the Department and 5% for the County. Likewise, the amounts paid for O&M shall be retained in a separate fund line and used only to cover costs for O&M. If the amount in the O&M fund line is insufficient to cover routine maintenance, the parties shall adjust the rate (at the five year intervals as stated above) to make up the difference according to a formula of 95% for the Department and 5% for the County.

///

IX

ALTERATIONS AND IMPROVEMENTS

The DEPARTMENT may make such alterations and improvements as it deems necessary for full use and enjoyment of the leased premises. The DEPARTMENT understands and agrees, however, that no such alteration or improvements will violate any rules, regulations, or requirements as may be established by the Federal Aviation Administration or federal or state agencies, with respect to the operation of airport facilities situated at BDI. The DEPARTMENT further agrees to be solely responsible for consulting with the Federal Aviation Administration or other regulatory bodies and for obtaining regulatory approval for such alterations or improvements. The COUNTY agrees to execute any documents or take any other actions as may be reasonably necessary to assist the DEPARTMENT in obtaining such approval.

X

INTERESTS AFFECTING USE AND ENJOYMENT

COUNTY is unaware of any liens, encumbrances or other interests that would interfere with the Department's use and enjoyment of the Subject Premises.

XI

TERMINATION FOR NON-APPROPRIATION

The parties understand and agree that the DEPARTMENT's obligation to perform under this AGREEMENT is contingent upon legislative appropriation or approval for that purpose. In the event of such nonappropriation, the DEPARTMENT may terminate this AGREEMENT by giving the COUNTY written notice no later than thirty (30) days following final legislative action on such nonappropriation. In the event of termination pursuant to this section, all obligations of the DEPARTMENT to the COUNTY shall cease except that the obligations to reimburse the County for the DEPARTMENT'S share in the construction of the Water System Improvement Project as set forth in Section VIII shall survive such termination. Upon such termination, the DEPARTMENT shall remove any personal property, and all buildings, improvements, or fixtures constructed or placed by the DEPARTMENT upon the subject premises, within ninety (90) days following expiration of this AGREEMENT, unless otherwise agreed by the parties. If the DEPARTMENT fails to do so, the COUNTY, at its option, may remove any and all such property and the DEPARTMENT shall be liable to the COUNTY for the cost of doing so.

The DEPARTMENT will use its best efforts to obtain the necessary funds to avoid such termination by taking all appropriate action including, but not limited to, the

inclusion in the DEPARTMENT's budget request for each fiscal period during the effective term of this AGREEMENT, a request for adequate funds to continue operation of the facilities situated within the subject premises.

XII

TERMINATION BY COUNTY

Notwithstanding any other provision of this AGREEMENT, if the DEPARTMENT fails to pay the amounts owed under Section VIII the COUNTY may notify the DEPARTMENT in writing of its intent to terminate this AGREEMENT. If the DEPARTMENT fails to pay the amounts owed within fifteen (15) days of such written notice, this AGREEMENT shall terminate and the DEPARTMENT shall immediately vacate the subject premises. The DEPARTMENT's obligation to pay the COUNTY the amounts owed under Section VIII shall survive any such termination.

XIII

SURRENDER OF PROPERTY UPON EXPIRATION OF AGREEMENT

Upon expiration of this AGREEMENT, in the event that a new lease agreement is not entered into by the parties pursuant to terms of Section II, above, the DEPARTMENT shall surrender the subject premises to the COUNTY. Upon such surrender, the DEPARTMENT shall remove any personal property, and all buildings, improvements, or fixtures constructed or placed by the DEPARTMENT upon the subject premises, within ninety (90) days following expiration of this AGREEMENT, unless otherwise agreed by the parties. If the DEPARTMENT fails to do so, the COUNTY, at its option, may remove any and all such property and the DEPARTMENT shall be liable to the COUNTY for the cost of doing so.

XIV

COSTS OF PROSECUTION

DEPARTMENT agrees that it shall reimburse COUNTY in full for all costs of prosecuting, defending and trying persons alleged to have committed criminal acts within the boundaries of the subject premises or while otherwise in the custody of the DEPARTMENT in Cochise County, and such persons who have escaped from subject premises or otherwise from the custody of the DEPARTMENT within Cochise County, and are alleged to have committed acts for which they are subject to prosecution in Cochise County. The hourly rate of reimbursement for both defense counsel and prosecutors shall be \$100/hour for attorneys and \$50/hour for paralegals and legal

assistants. The DEPARTMENT shall also reimburse the COUNTY for mileage at the rate allowed by the United States Internal Revenue Service, meals, lodging, fees and costs of expert witnesses and other witnesses, and the costs to the court of trying the case.

XV

INDEMNIFICATION AND INSURANCE

COUNTY understands and agrees that DEPARTMENT is self-insured with respect to some or all areas of potential loss.

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

As of the effective date of this AGREEMENT, the DEPARTMENT shall provide a schedule of coverage which indicates those risks for which the DEPARTMENT is self-insured and those which are covered by policies of insurance. The schedule shall be attached hereto as Exhibit C and incorporated reference herein, and the DEPARTMENT shall supply the COUNTY with an updated schedule by the first day of March of each year that this AGREEMENT remains in effect, reflecting any changes in insurance coverage that have occurred during the previous calendar year.

XVI

ASSIGNMENTS OR TRANSFERS

The DEPARTMENT shall not assign any rights or duties under this AGREEMENT and shall not, in any manner, transfer or convey any right, title or interest in the subject premises without the express written consent of the COUNTY. Any action which purports to affect any such assignment or transfer shall immediately void this AGREEMENT and cause all rights, title or interest in the subject premises and any building or improvements to pass the COUNTY.

XVII

WAIVER

Waiver or the failure of either party at any time to require performance by the other of any provision hereof, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provisions or waiver of such provisions itself.

XVII

FACILITATION OF AIRCRAFT OPERATIONS

There is hereby reserved to the COUNTY, as Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the subject premises herein conveyed. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft, used for navigation or flight through the said airspace or landing at, taking off from, or operation on the BDI property.

The DEPARTMENT, as Lessee, by accepting this lease, expressly agrees for itself, its successors and assigns, that it will not make use of said property in any manner which might interfere with air navigation and communication, and the landing and taking off of aircraft from said BDI, or otherwise constitute an airport hazard; and further, that it will not erect or permit the erection of any structure, building, or object of natural growth and other obstructions on the land conveyed hereunder above height of 4208 feet mean sea level (MSL) elevation. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter on the subject premises, leased to the DEPARTMENT hereunder, and remove the offending structure or object and to cut the offending natural growth, all of which shall be at the expense of the DEPARTMENT.

XIX

STANDARD CLAUSES

If the funds furnished to the DEPARTMENT for use in this AGREEMENT are terminated or exhausted, then the DEPARTMENT shall have the right to terminate this AGREEMENT by giving written notification to the other party.

Nothing in this AGREEMENT shall be construed as consent to any suit or a waiver of any defense in a suit brought against the State of Arizona in any State or Federal court.

This AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

The parties shall comply with all applicable state and federal laws that prohibit discrimination against any person based on race, religion, disability, color, age, sex, sexual orientation, or national origin.

In accordance with ARS § 35-393.01, the parties certify that they are currently not engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel.

The parties agree that any dispute arising under this Contract involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator(s) shall be final. In any action brought in Superior Court venue shall be in the Cochise County Superior Court.

Both parties to this AGREEMENT shall retain for inspection and audit by the State all books, accounts, reports, files, and other records relating to the performance of this AGREEMENT for a period of five (5) years after its completion. Upon request of either party to this AGREEMENT, a legible copy of all such records shall be produced at the administrative office of the requesting party or at the office of the State Auditor General. The original of all such records shall be available and produced for inspection of and audit when requested by either party or the Auditor General to verify the authenticity of the copy.

XX

NOTIFICATION

Any notification due to either party under this AGREEMENT shall be as follows:

COUNTY:
Facilities Director
1415 Melody Lane, Building C
Bisbee, AZ 85603

DEPARTMENT
Chief Procurement Officer
1645 W. Jefferson St.
Phoenix, Arizona 85007

XXI

ENTIRE AGREEMENT

This written AGREEMENT, and attachments hereto, constitute the entire Agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, agreements, and all other communications between the parties. It may not be released, discharged, changed or modified except by an instrument in writing, signed by a duly authorized representative of each of the parties, except as specifically provided otherwise in this AGREEMENT.

XXII

APPROVAL BY THE PARTIES

Before this AGREEMENT shall become effective and binding upon the parties, it must be approved by the COUNTY's Board of Supervisors and by the DEPARTMENT's Director or his designee. In the event that either party fails or refuses to approve this AGREEMENT, it shall be null and void and of no effect whatsoever.

XXIII

RECORDATION

This AGREEMENT shall be recorded with the Cochise County Recorder.

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by the Chairman of its Governing Board and attested to by the Clerk of said Board; and the DEPARTMENT has caused this AGREEMENT to be executed by its Director, on the day and year first above written.

APPROVED:

COCHISE COUNTY BOARD OF SUPERVISORS

By: _____
Ann English, Chair

ATTEST:

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

Britt W. Hanson, Chief Civil Deputy
County Attorney

APPROVED:

ARIZONA DEPARTMENT OF CORRECTIONS

By:



Kenneth P. Sanchez, Chief Procurement
Officer

EXHIBITS

A – Legal description of Subject Premises

B – Map of Subject Premises
See Exhibit A

Exhibit A
Arizona State Prison Complex - Douglas

A LEGAL DESCRIPTION FOR THAT PORTION OF LAND THAT IS CURRENTLY LEASED BY THE ARIZONA DEPARTMENT OF CORRECTION FROM COCHISE COUNTY, ARIZONA, SAID LAND IS LOCATED IN THAT PORTION OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 27 EAST, AND A PORTION OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast corner of said section 3; Thence North 89 degrees 49 minutes 00 seconds West along the north section line of said section 3 a distance of 2654.37 feet (of record) to the North quarter corner of said section 3; Thence continuing North 89 degrees 49 minutes 00 seconds West a distance of 51.50 feet to the point of beginning; Thence South 00 degrees 11 minutes 59 seconds East a distance of 4,928.70 feet; Thence South 88 degrees 44 minutes 51 seconds West a distance of 350.00 feet; Thence North 00 degrees 11 minutes 59 seconds West a distance of 650.00 feet; Thence South 88 degrees 44 minutes 51 seconds West a distance of 2,148.71 feet; Thence North 00 degrees 16 minutes 55 seconds West a distance of 501.29 feet; Thence North 88 degrees 48 minutes 40 seconds East a distance of 696.70 feet; Thence North 00 degrees 24 minutes 17 seconds East a distance of 325.85 feet; Thence North 45 degrees 18 minutes 40 seconds West a distance of 577.90 feet; Thence North 00 degrees 00 minutes 46 seconds East a distance of 3,092.33 feet to the north section line of said section 3; Thence continuing North 00 degrees 00 minutes 46 seconds East a distance of 527.53 feet; Thence North 89 degrees 43 minutes 41 seconds East a distance of 1,699.37 feet; Thence North 00 degrees 15 minutes 41 seconds East a distance of 300.00 feet; Thence North 89 degrees 43 minutes 41 seconds East a distance of 500.00 feet; Thence South 00 degrees 15 minutes 41 seconds West a distance of 845.00 feet to the point of beginning.

000203724

Exhibit B



2
r your map.

FEB 10 2000
3
1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDINANCE NO. 773

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF DOUGLAS, COCHISE COUNTY, ARIZONA, ANNEXING A CERTAIN AREA KNOWN AS THE ARIZONA STATE PRISON COMPLEX-DOUGLAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Arizona Legislature, in Laws 1999, Chapter 234, Section 11 and 13, authorized any town or city within 15 miles of a state owned prison facility to annex the property on which said prison is located, notwithstanding any of the requirements of Arizona Revised Statutes, A.R.S. § 9-471, providing that the director of the Department of Corrections provides prior written permission for the municipality to annex; and

WHEREAS, the Arizona State Prison Complex-Douglas is owned by the State of Arizona, and is within 15 miles of the city limits of Douglas, Cochise County, Arizona; and

WHEREAS, Terry Stewart, Director of the Arizona Department of Corrections, gave written permission to annex this prison complex to the City of Douglas on the 4th day of February, 2000; and

WHEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DOUGLAS, ARIZONA, AS FOLLOWS:

Section 1. The City of Douglas does hereby annex that property on which the Arizona State Prison Complex-Douglas stands, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference. A map of said

0 0 0 2 0 3 7 2 4

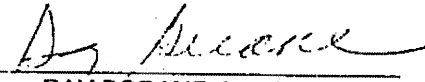
1
2
3 site is attached as Exhibit "B", and Director Stewart's letter as Exhibit "C".

4 **Section 2.** The City Clerk is hereby directed to immediately record a
5 certified copy of this Ordinance with the Cochise County Recorder's Office.


6 **Section 3.** Should any portion of this Ordinance be declared invalid by any
7 court of competent jurisdiction, it is the intention of this Council that the balance of
8 the Ordinance be given full force and effect.

9
10 **Section 4.** The immediate operation of this Ordinance is necessary for
11 the preservation of the public peace, health, and safety and the well being of City
12 residents and visitors and an emergency is hereby declared to exist and this
13 Ordinance shall come into full force and effect by its terms from and after its
14 passage by six-sevenths of the Council and approval by the Mayor.

15
16 **PASSED BY SIX-SEVENTHS OF THE CITY COUNCIL AND ADOPTED BY**
17 **THE MAYOR OF THE CITY OF DOUGLAS, ARIZONA, this 11 day of**
18 February, 2000.

19
20
21 
22 **RAY BORANE, Mayor**

23 **ATTEST:**

24
25 
26 **LETICIA G RODRIGUEZ, City Clerk**



FEE # 000203724
OFFICIAL RECORDS
COCHISE COUNTY
DATE HOUR
00/02/10 12

REQUEST OF
CITY OF COUGLAS
CHRISTINE RHODES-RECORDER
FEE : 7.50 PAGES : 6

000203724

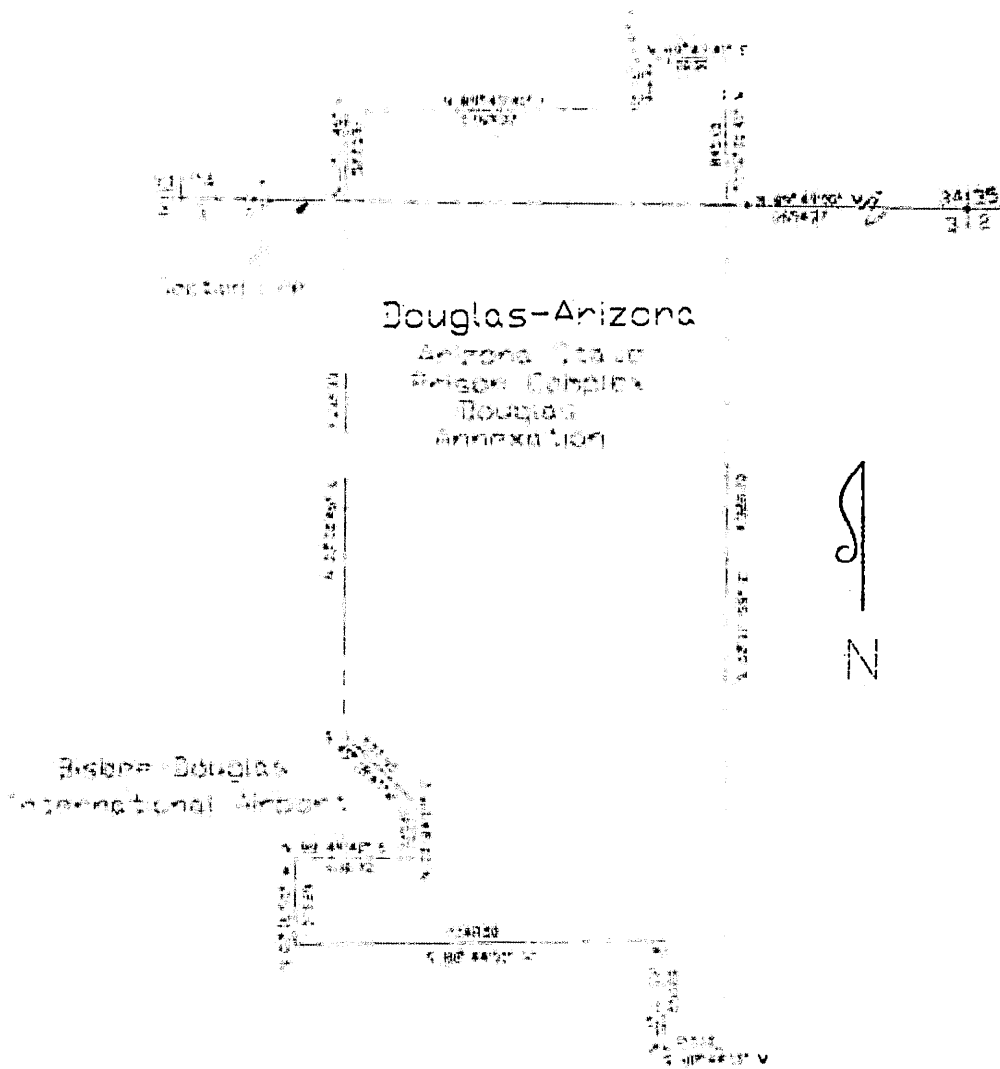
Exhibit A
Arizona State Prison Complex - Douglas

A LEGAL DESCRIPTION FOR THAT PORTION OF LAND THAT IS CURRENTLY LEASED BY THE ARIZONA DEPARTMENT OF CORRECTION FROM COCHISE COUNTY, ARIZONA, SAID LAND IS LOCATED IN THAT PORTION OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 27 EAST, AND A PORTION OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast corner of said section 3; Thence North 89 degrees 49 minutes 00 seconds West along the north section line of said section 3 a distance of 2654.37 feet (of record) to the North quarter corner of said section 3; Thence continuing North 89 degrees 49 minutes 00 seconds West a distance of 51.50 feet to the point of beginning; Thence South 00 degrees 11 minutes 59 seconds East a distance of 4,928.70 feet; Thence South 88 degrees 44 minutes 51 seconds West a distance of 350.00 feet; Thence North 00 degrees 11 minutes 59 seconds West a distance of 650.00 feet; Thence South 88 degrees 44 minutes 51 seconds West a distance of 2,148.71 feet; Thence North 00 degrees 16 minutes 55 seconds West a distance of 501.29 feet; Thence North 88 degrees 48 minutes 40 seconds East a distance of 696.70 feet; Thence North 00 degrees 24 minutes 17 seconds East a distance of 325.85 feet; Thence North 45 degrees 18 minutes 40 seconds West a distance of 577.90 feet; Thence North 00 degrees 00 minutes 46 seconds East a distance of 3,092.33 feet to the north section line of said section 3; Thence continuing North 00 degrees 00 minutes 46 seconds East a distance of 527.53 feet; Thence North 89 degrees 43 minutes 41 seconds East a distance of 1,699.37 feet; Thence North 00 degrees 15 minutes 41 seconds East a distance of 300.00 feet; Thence North 89 degrees 43 minutes 41 seconds East a distance of 500.00 feet; Thence South 00 degrees 15 minutes 41 seconds West a distance of 845.00 feet to the point of beginning.

1

EXHIBIT "B"



THAT PORTION OF SECTION (3) AND SECTION (34) TOWNS R27E,
 COCHISE COUNTY, ARIZONA

000203724