MARANA TOWN COUNCIL - AMENDED ON 5/5/2025 @ 1:00PM
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 6, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, Council Member

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on May 6, 2025, at or after 6:00 PM located in the Council Chambers of the Ed Honea Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revisions to the agenda appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all electronic devices.

Meeting Times
Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 6:00 PM at the Ed Honea Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings
If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council

Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility
To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas
Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Ed Honea Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov under Agendas and Minutes.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC
At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review

the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

PR1 Proclamation Recognizing National Public Works Week (Jill McCleary)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

The Consent Agenda contains items requiring action by the Council which are generally routine items not requiring Council discussion. A single motion and affirmative vote will approve all items on the Consent Agenda, including any resolutions or ordinances. Prior to a motion to approve the Consent Agenda, any Council member may remove any item from the Consent Agenda and that item will be discussed and voted upon separately.

C1 Resolution No. 2025-037: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these undercover police vehicles and to obtain vehicle registrations for new undercover vehicles to be used in felony investigations or activities of a confidential nature (Chief Jeffrey Pridgett)

C2 Resolution No. 2025-038: Relating to Public Works; approving and authorizing the Mayor to sign the Intergovernmental Agreement between Pima County and the Town of Marana for Twin Peaks Road/Rattlesnake Pass Project (Jane Fairall)

C3 *Resolution No. 2025-039: Relating to Municipal Court; approving the appointment of Alfred McDonald as a magistrate pro tempore for the Marana Municipal Court (Libby Shelton)*

C4 Approval of Regular Town Council Meeting Summary Minutes of April 15, 2025 and Town Council Study Session Summary Minutes of April 22, 2025 (Jill McCleary)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Ranbir Aujla on behalf of Amore, located at 12130 North Dove Mountain Boulevard Suite 104, Marana, Arizona, 85653 (Jill McCleary)

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #009 Liquor Store liquor license submitted by Jared Michael Repinski on behalf of Quik Mart #1301, located at 8685 North Silverbell Road, Tucson, Arizona, 85743 (Jill McCleary)

L3 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Julia Sarai Rubio on behalf of Filiberto's Mexican Food, located at 5730 West Cortaro Farms Road Suite 100, Tucson, Arizona, 85742 (Jill McCleary)

L4 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Kevin Arnold Kramber on behalf of Ciao Down Kitchen, located at 6781 North Thornydale Road Suite 261, Tucson, Arizona, 85741 (Jill McCleary)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

D2 Relating to Legislation and Government Actions; discussion and possible action or direction regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

FUTURE AGENDA ITEMS

Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

ADJOURNMENT

Council-Regular Meeting **PR1**

Meeting Date: 05/06/2025

Submitted For: Jill McCleary, Town Clerk

Date: May 6, 2025

Subject: Proclamation Recognizing National Public Works Week (Jill McCleary)

Attachments

Proclamation

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Recognizing National Public Works Week

WHEREAS, public works provides services in our community that are an integral part of the lives of our citizens; and

WHEREAS, state and local governments are responsible for designing, constructing, reconstructing, operating, and maintaining transportation systems, water and wastewater systems, public parks, public buildings, and other structures and facilities essential to serving their citizens; and

WHEREAS, the health, safety, and comfort of this community greatly depends on public works facilities and services; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the understanding of informed citizens regarding the important work they perform; and

WHEREAS, the year 2025 marks the 65th Annual National Public Works Week. The theme for this week is "People, Purpose, Presence" which shines a spotlight on the way public works professionals advance our quality of life ; and

NOW, THEREFORE, I, Jon Post, Mayor of the Town of Marana, do hereby proclaim May 18-24, 2025 as National Public Works Week and call upon all citizens and civic organizations to acquaint themselves with the issues involved in supporting public works and to recognize the contributions that public works personnel make to provide the infrastructure required to sustain the comfort , health, safety, and well-being of our community.

Dated this 6th day of May, 2025.

ATTEST:

Jill McCleary, Town Clerk

MARANA AZ

Jon Post, Mayor

Council-Regular Meeting **C1**

Meeting Date: 05/06/2025

To: Mayor and Council

Submitted For: Jeffrey Pridgett, Police Chief

From: Libby Shelton, Town Magistrate

Date: May 6, 2025

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2025-037: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these undercover police vehicles and to obtain vehicle registrations for new undercover vehicles to be used in felony investigations or activities of a confidential nature (Chief Jeffrey Pridgett)

Discussion:

State law (A.R.S. § 38-538) provides that all vehicles used by a political subdivision for official use must bear the name of the political subdivision and the words "for official use only." However, A.R.S. § 38-538.03 allows the governing body of a political subdivision to exempt official vehicles that are used for felony investigations or activities of a confidential nature from these requirements. Undercover police vehicles may be exempted under this provision. Per the statute, the Council may grant the exemption for only one year at a time. This agenda item will grant the exemption from the provision of A.R.S. § 38-538 to the Marana Police Department's undercover police vehicles for the upcoming year. The item also authorizes the Chief of Police to take all necessary action to renew existing vehicle registrations for undercover police vehicles and to obtain vehicle registrations for any new undercover police vehicles.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2025-037, exempting the Marana Police Department's undercover police vehicles from Arizona state laws related to the designation of political subdivision motor vehicles and authorizing the Chief of Police to renew existing vehicle registrations for undercover police vehicles and obtain vehicle registrations for new undercover police vehicles.

Suggested Motion:

I move to adopt Resolution No. 2025-037, exempting the Marana Police Department's undercover police vehicles from Arizona state laws related to the designation of political subdivision motor vehicles and authorizing the Chief of Police to renew existing vehicle registrations for undercover police vehicles and obtain vehicle registrations for new undercover police vehicles.

Attachments

Resolution No. 2025-037

MARANA RESOLUTION NO. 2025-037

RELATING TO THE POLICE DEPARTMENT; EXEMPTING UNDERCOVER VEHICLES USED BY THE MARANA POLICE DEPARTMENT IN FELONY INVESTIGATIONS OR ACTIVITIES OF A CONFIDENTIAL NATURE FROM ARIZONA STATE LAWS RELATED TO THE DESIGNATION OF POLITICAL SUBDIVISION MOTOR VEHICLES; AUTHORIZING THE CHIEF OF POLICE TO RENEW EXISTING VEHICLE REGISTRATIONS FOR THESE UNDERCOVER POLICE VEHICLES AND TO OBTAIN VEHICLE REGISTRATIONS FOR NEW UNDERCOVER POLICE VEHICLES TO BE USED IN FELONY INVESTIGATIONS OR ACTIVITIES OF A CONFIDENTIAL NATURE

WHEREAS A.R.S. § 38-538.03 provides that the governing body of a political subdivision may grant an exemption for not more than one year from Arizona state law regulating the designation of political subdivision motor vehicles for motor vehicles used in felony investigations or activities of a confidential nature; and

WHEREAS the Town of Marana Police Department uses a number of undercover police vehicles in felony investigations and in activities of a confidential nature and maintains a list of those vehicles, including the year, make, model and identification number of each vehicle; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the public to exempt these vehicles from state laws regulating the designation of political subdivision motor vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA AS FOLLOWS:

SECTION 1. The Town Council hereby exempts the undercover motor vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from state laws regulating the designation of political subdivision motor vehicles for a period of one year.

SECTION 2. The Chief of Police is hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution, including maintaining a list of the vehicles in question, which list shall include the year, make, model and identification number of each vehicle, and renewing existing vehicle registrations for Marana Police Department undercover vehicles used in felony investigations and in activities of a confidential nature and obtaining vehicle registrations for new Marana Police Department undercover vehicles to be used in these activities.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of May, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 05/06/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: May 6, 2025

Strategic Plan Focus Area:
Proactive Public Services

Strategic Plan Focus Area Additional Info:
Foster an open atmosphere that embraces change, creativity, innovation and calculated risk, and maintains the Town's high-quality customer service.
GOAL: PRIORITIZE INFRASTRUCTURE AND MAINTENANCE THAT SUPPORT NEW GROWTH AND DEVELOPMENT IN A PROACTIVE AND SUSTAINABLE MANNER

Subject: Resolution No. 2025-038: Relating to Public Works; approving and authorizing the Mayor to sign the Intergovernmental Agreement between Pima County and the Town of Marana for Twin Peaks Road/Rattlesnake Pass Project (Jane Fairall)

Discussion:
The Town is in the process of reconstructing Twin Peaks Road through Rattlesnake Pass, from Silverbell Road west to Quarry Road (the "Project"). The Town issued a Notice to Proceed to its contractor (Hunter Contracting) on July 9, 2024, and the estimated completion date for the Project is August 2026. Portions of the Project are located within Pima County's jurisdictional boundaries.
Town staff and Pima County staff have negotiated the terms of an intergovernmental agreement ("IGA") to cooperate in the completion of the Project and to set forth the responsibilities of each party.

Among other items, the IGA includes the following provisions:

- The Town shall construct the Project and is responsible for all aspects of Project implementation, including planning, design, management, risk management,

administration, and operation and maintenance of the Project during construction and in perpetuity after completion of construction.

- The Town will make reasonable efforts towards the acquisition of any rights-of-way that still need to be acquired for the Project within one year of the effective date of the IGA. If the Town is unable to acquire all rights-of-way through purchase or donation, the County agrees to cooperate with the Town to acquire any right-of-way that lies within unincorporated Pima County using eminent domain and the Town agrees to pay all costs and attorneys' fees associated with the County's exercise of eminent domain.
- The Town shall initiate procedures to transfer all rights-of-way for the Project that are located within the County's jurisdictional boundaries to the Town within one year after final completion and acceptance of construction of the Project.
- The County shall contribute up to $1,594,341.00 in development impact fees collected by the County to the Project; the County will make quarterly payments to the Town based upon the percentage completion of construction of the Project.

Financial Impact:

Pima County shall contribute up to $1,594,341.00 in development impact fees collected by the County to the Project. The County will make quarterly payments to the Town based upon the percentage completion of construction of the Project, as determined by the Town Engineer and accepted by the County Engineer.

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2025-038, approving and authorizing the Mayor to sign the Intergovernmental Agreement between Pima County and the Town of Marana for Twin Peaks Road/Rattlesnake Pass Project.

Attachments

Resolution No. 2025-038

Exhibit A to Resolution - IGA

MARANA RESOLUTION NO. 2025-038

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR TWIN PEAKS ROAD/RATTLESNAKE PASS PROJECT

WHEREAS the Town of Marana and Pima County are authorized by Arizona Revised Statutes (A.R.S) § 11-952, *et. seq.*, to enter into agreements for joint and cooperative action; and

WHEREAS a public need exists to reconstruct Twin Peaks Road through Rattlesnake Pass, from Silverbell Road west to Quarry Road (the "Project"); and

WHEREAS the Town has procured a contractor for the Project and has begun construction of the Project; and

WHEREAS portions of the Project are located within Pima County's jurisdictional boundaries; and

WHEREAS the Town and Pima County agree that the completion of the Project is essential to the public safety and welfare and desire to cooperate in the completion of the Project; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the Intergovernmental Agreement between Pima County and the Town of Marana for Twin Peaks Road/Rattlesnake Pass Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Intergovernmental Agreement between Pima County and the Town of Marana for Twin Peaks Road/Rattlesnake Pass Project, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of May, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Exhibit A to Marana Resolution No. 2025-038

Intergovernmental Agreement

Between

Pima County and the Town of Marana

For

Twin Peaks Road/Rattlesnake Pass Project

This Intergovernmental Agreement (this "Agreement") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("the County") and the Town of Marana, Pima County, Arizona ("the Town"), a municipal corporation of the State of Arizona. The Town and the County may be collectively referred to as the "Parties," each of which may individually be referred to as a "Party."

RECITALS

A. The Parties are authorized by Arizona Revised Statutes (A.R.S) § 11-952, *et. seq.*, to enter into agreements for joint and cooperative action.

B. A public need exists to reconstruct Twin Peaks Road through Rattlesnake Pass, from Silverbell Road west to Quarry Road (the "Project").

C. The Town procured a contractor for the Project and intends to construct the Project. The Town issued a Notice to Proceed to the Town's contractor on July 9, 2024, and the estimated completion date for the Project is August 2026.

D. Portions of the Project are located within the County's jurisdictional boundaries.

E. Portions of the Twin Peaks Road Right of Way were established under Pima County Road Proceeding 330-A in 1932.

F. On May 10, 2024, the County issued the Town's contractor a right-of-way permit (Permit No. P24RW00630) for the Project.

G. The County participated in design team meetings facilitated by the Town for the Project between 2020 and 2022. The County was not involved in the management of the Project, or hiring of the contractor for this Project, and the County did not give final approval to the Project plans.

H. The Town has acquired various rights-of-way and easements necessary for completion of the Project, and still needs to acquire some additional rights-of-way for the Project. Some of the acquired rights-of-way and easements, as well as the not-yet-acquired rights-of-way, are located within the County's jurisdictional boundaries. The Town has secured the necessary rights to proceed with construction of the Project, including rights of entry where applicable.

I. The Town acquired right-of-way for the Project from the Arizona State Land Department (ASLD) via instrument recorded in the Pima County Recorder's Office at Sequence No. 20220630049 (the "ASLD Right-of-Way"). The ASLD Right-of-Way Number 16-122066-00 is located in the County's jurisdictional boundaries. Both Parties agree the ASLD Right-of-Way will remain in Pima County's jurisdiction.

J. The County's Impact Fee Program's Street Facilities Infrastructure Improvements Plan dated January 22, 2020 includes a project in the County's Northwest Benefit Area identified as "Twin Peaks Road" with limits from Twin Peaks Road to Saguaro Highlands with a length of 0.55 miles and identifies $1,594,341.00 in potential development impact fee funding for the project (the "County Twin Peaks Road DIF Project").

K. The Parties agree that the completion of the Project is essential to the public safety and welfare and desire to cooperate in the completion of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties for the completion of the Project.

3. **Responsibilities of Town:**

a. The Town shall construct the Project in accordance with the plans and bid documents prepared by the Town and the Town's consultants.

b. Except for the County's contribution of County development impact fees as described in paragraph 4 below, the Town shall be responsible for funding the Project.

c. The Town is responsible for all aspects of Project implementation, including, but not limited to, planning, design, management, risk management, administration, and operation and maintenance of the Project during construction and in perpetuity after completion of construction.

d. Ownership and title to all materials, equipment, and appurtenances installed for the Project, including drainage structures located both within the Town's jurisdictional boundaries and within the County's jurisdictional boundaries, shall automatically vest in the Town upon completion of the Project and the Town shall be responsible for their maintenance.

e. The Town is responsible for all traffic engineering services (including traffic control devices, investigations, roadway design criteria, and studies) and right-of-way permitting relating to activities that directly affect the roadway, excluding any zoning or development related activities or development access issues for the Project.

f. The Town will make reasonable efforts towards the acquisition of all additional rights-of-way necessary for the Project within one year of the effective date of this Agreement.

g. The Town has obtained slope and drainage easements for the Project via instruments recorded in the Pima County Recorder's Office at Sequence No. 20230480406 and Sequence No. 20230480407 that are located within the County's jurisdictional boundaries. The Town will not annex these slope and drainage easements into the Town and shall be responsible for their maintenance in perpetuity.

h. The Town acquired right-of-way for the Project from the Arizona State Land Department (ASLD) via instrument recorded in the Pima County Recorder's Office at Sequence No. 20220630049 (the "ASLD Right-of-Way"). The ASLD Right-of-Way Number 16-122066-00 is located in the County's jurisdictional boundaries. The Town will not annex the ASLD Right-of-Way and shall be responsible for the maintenance of the ASLD Right-of-Way in perpetuity.

i. The Town shall initiate procedures pursuant to A.R.S. § 9-471(O) to transfer all rights-of-way for the Project that are located within the County's jurisdictional boundaries to the Town within one year after final completion and acceptance of construction of the Project, with the exceptions of the ASLD Right-of-Way and the slope and drainage easements described in subparagraph 3(g) above. If the Town is diligently pursuing transfer of the rights-of-way pursuant to A.R.S. § 9-471(O), but is unable to complete the transfer prior to the one-year deadline set forth in this subparagraph, the Town shall request extensions from the County in 90-day increments.

j. If the Town cannot acquire the property necessary for this Project by purchase or donation, the Town agrees to pay all costs and attorneys' fees associated with the County's exercise of eminent domain at no cost to Pima County, as described in subparagraph 4(b) below.

4. **Responsibilities of County:**

a. The County shall contribute up to $1,594,341.00 in development impact fees collected by the County for the County Twin Peaks Road DIF Project to the Town for the Project (the "County Contribution"). The County shall account for all reasonable impact fee collections/payments in its annual budget and maintain the County Twin Peaks Road DIF Project on its Capital Improvement Plan for the Northwest Benefit Area until the County Contribution is paid in full.

i. The County shall make quarterly payments to the Town based upon the percentage completion of construction of the Project, as determined by the Town Engineer and accepted by the County Engineer.

ii. The Town shall provide the County with quarterly invoices documenting percent completion of construction and the amount of the partial payment due to

the Town based on the percentage of partial completion of the Project. The Town shall provide supporting documentation with the invoice.

iii. The Town shall provide the first invoice to the County within 30 days after the effective date of this Agreement.

iv. The County shall pay all invoices from the Town within 30 days of receipt.

b. The County agrees to cooperate with the Town to acquire any right-of-way necessary for the Project that lies within unincorporated Pima County using eminent domain if the Town cannot acquire the property by purchase or donation. The Town will pay all costs and attorneys' fees associated with the exercise of eminent domain at no cost to Pima County.

c. The County, upon receipt of an Order for Immediate Possession for property needed for the Project, hereby grants the Town and its employees, agents and contractors the right to enter upon the property for activities related to the Project. Upon recording of a Final Order of Condemnation in each action, the County shall convey all property acquired to the Town.

d. The County agrees to cooperate with the Town to transfer all rights-of-way for the Project that are located within the County's jurisdictional boundaries to the Town pursuant to A.R.S. § 9-471(O) within one year after final completion and acceptance of construction of the Project. If the Town is diligently pursuing transfer of the rights-of-way pursuant to A.R.S. § 9-471(O), but is unable to complete the transfer prior to the one-year deadline, the County agrees to grant the Town any necessary extensions of time to complete the transfer in 90-day increments up to one year.

5. **Term and Termination.**

a. *Effective Date*. This Agreement shall be effective on the date it is executed by the last Party to sign and shall remain in effect, unless earlier terminated by either Party as provided herein, until the later of:

i. The date when all real property required for the Project that is within the County's jurisdictional boundaries has been acquired, final orders of condemnation have been obtained, and all appeals have been exhausted; or

ii. The date the County Contribution has been made in full; or

iii. The date all rights-of-way for the Project that are located within the County's jurisdictional boundaries have been transferred to the Town, with the exception of the ASLD Right-of-Way in paragraph 3(h).

6. **Indemnification.** Each Party (as "Indemnitor") agrees to 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.

7. **Insurance.** Each Party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this Agreement. The Town is responsible for Project implementation, which includes the use of a contractor and will review each contractor's insurance.

8. **Books and Records**. Each Party shall keep and maintain proper and complete books, records, and accounts, which shall be open for inspection and audit by duly authorized representatives of any other Party at all reasonable times.

9. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of County or the Town.

10. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between County and Town employees, or between Town and County employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

11. **No Third-Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of roadways different from the standard of care that is reasonable for these roadways at these locations.

12. **Compliance with Laws**. The Parties shall comply with applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

a. *Anti-Discrimination*. The provisions of A.R.S. § 41-1463 and Executive Order Number 75-5, as amended by Executive Orders Number 99-4 and 2009-09, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement.

b. *Americans with Disabilities Act*. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

c. *A.R.S. § 38-511*. This Agreement is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

13. **Waiver.** Waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. **Force Majeure.** A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of "uncontrollable forces." The term "uncontrollable forces" shall mean, for the purpose of this agreement, any cause beyond the control of the Party affected, including, but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties, order of any government officer or court (excluding orders promulgated by the Parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Either Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

15. **Notification.** Each Party shall notify the other in writing within thirty (30) calendar days of the receipt of any claim, demands, suits, or judgments against the receiving Party for which the Party intends to invoke the provisions of this Article. Each Party shall keep the other Party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article. All notices or demands upon any Party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Notice to County:

Kathryn Skinner, P.E.
Director, Pima County Department of Transportation
201 N. Stone Ave, 4th Fl
Tucson, AZ 85701

Notice to Town:

Fausto Burruel, P.E.
Public Works Director
11555 W. Civic Center Drive
Marana, Arizona 85653

16. **Remedies.** Either Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or

remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

In Witness Whereof, County has caused this Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and the Town has caused this Agreement to be executed by the Mayor of the Town, upon resolution of the Council and attested to by its Chair.

PIMA COUNTY

By: _____
Rex Scott,
Chairman, Board of Supervisors

Date: _____

ATTEST:

By: _____
Melissa Manriquez, Clerk of the Board

Date: _____

TOWN OF MARANA

By: _____
Jon Post, Mayor

Date: _____

ATTEST:

By: _____
Jill McCleary, Town Clerk

Date: _____

Approval

The foregoing Agreement between County and the Town has been reviewed by the undersigned, and is hereby approved as to content.

_____

Kathryn Skinner, P.E.
Director
Department of Transportation
Pima County

_____

Date

_____

_____

Fausto Burruel, P.E.
Director
Department of Public Works
Town of Marana

_____

Date

Intergovernmental Agreement Determination

The foregoing Agreement between County and the Town has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

Pima County:

_____
Cindy Nguyen, Deputy County Attorney

_____
Date

Town of Marana:

_____
Jane Fairall, Town Attorney

_____
Date

Council-Regular Meeting **C3**

Meeting Date: 05/06/2025

To: Mayor and Council

Submitted For: Libby Shelton, Town Magistrate

From: Trudi Shumate, Court Administrator

Date: May 6, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: *Resolution No. 2025-039: Relating to Municipal Court; approving the appointment of Alfred McDonald as a magistrate pro tempore for the Marana Municipal Court (Libby Shelton)*

Discussion:

Section 5-2-1 of the Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence. The Town Council appointed several magistrates pro tempore via adoption of Resolution No. 2023-096 on September 19, 2023.

Town Magistrate Libby Shelton recommends that additional pro tem judges be appointed to ensure full court coverage. The Court's Selection Procedures for Appointment of Part-time and Temporary Judges Pro Tempore authorize the Town Magistrate, if the need arises, to appoint a judge pro tempore on a temporary basis without following the procedures outlined in MTC 5-2-1. When the magistrate makes a temporary appointment, the procedures require that the temporary appointment is ratified by the Town Council at the next regularly scheduled meeting of the Council. On May 5, 2025, Judge Shelton temporarily appointed Alfred McDonald as a magistrate pro tempore, to cover court hearings on May 6, 2025 that Judge Shelton could not preside over due to conflicts of interest from her time in the Legal Department. Judge Shelton now recommends that the Council ratify her temporary appointment and appoint Alfred McDonald as an additional magistrate pro tempore, to be called as-needed when Judge Shelton is unavailable for court. The term for

Alfred McDonald would run through May 2, 2028, to coincide with the term of Judge Shelton's contract with the Town. Based on Judge Shelton's review, Mr. McDonald meets the qualifications imposed by Arizona law and the Court's requirements for service as a judge pro tempore, and possesses the requisite skill and character to perform the duties of a judge pro tempore.

Staff Recommendation:

Staff recommends approval of this resolution and the appointment of Alfred McDonald as magistrate pro tempore for the Marana Municipal Court.

Suggested Motion:

I move to adopt Resolution No. 2025-039, approving the appointment of Alfred McDonald as magistrate pro tempore for the Marana Municipal Court.

Attachments

Resolution No. 2025-039

MARANA RESOLUTION NO. 2025-039

RELATING TO MUNICIPAL COURT; APPROVING THE APPOINTMENT OF ALFRED MCDONALD AS MAGISTRATE PRO TEMPORE FOR THE MARANA MUNICIPAL COURT.

WHEREAS Section 5-2-1 of the Marana Town Code (MTC) provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence; and

WHEREAS the Court's Selection Procedures for Appointment of Part-time and Temporary Judges Pro Tempore authorize the Town Magistrate, if the need arises, to appoint a judge pro tempore on a temporary basis without following the procedures outlined in MTC Section 5-2-1; when the magistrate makes a temporary appointment, the procedures require that the temporary appointment is ratified by the Town Council at the next regularly scheduled meeting of the Council; and

WHEREAS, on May 5, 2025, the Town Magistrate, the Honorable Libby Shelton, temporarily appointed Alfred McDonald as a magistrate pro tempore, to cover court hearings on May 6, 2025 that Judge Shelton could not preside over due to conflicts of interest from her time in the Legal Department; and

WHEREAS Judge Shelton recommends that the Town Council ratify the temporary appointment and appoint Alfred McDonald to serve as magistrate pro tempore on an as-needed basis; and

WHEREAS the Town Council finds that this individual meets the qualifications imposed by Arizona law and possesses the requisite skill and character to perform as a magistrate pro tempore.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the temporary appointment of Alfred McDonald as a magistrate pro tempore is hereby ratified and Alfred McDonald is hereby appointed to serve as magistrate pro tempore for the Marana Municipal Court on an as-needed basis, effective May 6, 2025, for a term concurrent with Town Magistrate Shelton's term.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of May, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C4**

Meeting Date: 05/06/2025

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: David L. Udall, Deputy Town Attorney

Date: May 6, 2025

Subject: Approval of Regular Town Council Meeting Summary Minutes of April 15, 2025 and Town Council Study Session Summary Minutes of April 22, 2025 (Jill McCleary)

Attachments

Regular Town Council Meeting Summary Minutes, 04/15/2025
Town Council Study Session Meeting Minutes, 04/22/2025

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 15, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Post called the meeting to order at 6:00 PM. He directed the Town Clerk to call the roll. All Council Members were present, constituting a quorum.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE: Led by **Mayor Post.**

APPROVAL OF AGENDA

Mayor Post asked for a motion to approve the agenda.

Vice Mayor Ziegler moved to approve the agenda as presented. Council Member Cavanaugh seconded the motion. Motion passed, 7-0.

CALL TO THE PUBLIC

PROCLAMATIONS

PR1 Proclamation Recognizing Arbor Day (David L. Udall)

Town Clerk / Assistant Town Attorney David Udall read the proclamation as **Mayor Post** presented it to its recipient.

PR2 Proclamation Recognizing Laine McDonald (David L. Udall)

Mayor Post read the proclamation as he presented it to **Judge Laine McDonald**. **Mayor Post** praised **Judge McDonald** for all she has done at and for the Town. **Judge McDonald** thanked the Council for the opportunity to be Marana's judge and said it has been the honor of her life. She expressed confidence in the people an programs at the Court and said she knew it would continue to get better and better.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Cavanaugh complemented **Parks and Recreation Maintenance Associate Kim Warner** for his work and praised the Northwest Recovery, Recharge, and Delivery System (NWRRDS) project.

Council Member Comerford said that she has been ill and said thank-you for all of the well wishes. She also said that just because Council Members do not comment during this point in the meeting does not mean they are not doing anything. She said they are doing things constantly.

Council Member Murphy and **Vice Mayor Ziegler** complemented the Marana Police Department's recent awards ceremony.

Mayor Post said he recently had a good meeting with **Pima County Supervisor Jennifer Allen** and got to know her. He said the Town is also in communication with the Arizona State Land Department regarding the possibility of purchasing the Tortolita Preserve.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said there were 40 single-family residential permits issued so far for the month of April. Last April, there were a total of 110 permits issued. He reminded the Council of the following upcoming events: the State of the Town on April 17, 2025, a sneak-peak of the Marana Aquatics and Recreation Center (MARC) for the Council on April 28, 2025, a MARC Parks and Recreation family and friends night on April 29-30, 2025, the unveiling of the MARC artwork on May 2, 2025, and the MARC grand opening on May 3, 2025. **Mr. Rozema** said that within the last 48 hours, almost 100 people have already signed up for memberships at the MARC. He said 65% of the memberships consist of families, which is what the Council aimed for in its plans for the

MARC. He said the Town received an award for the Cal-Portland Shared Use Path project.

PRESENTATIONS

CONSENT AGENDA

C1 Ordinance No. 2025.009: Relating to Finance; providing that Town of Marana elected officials and employees shall receive free memberships to the Marana Aquatic and Recreation Center (MARC); amending the Town of Marana Comprehensive Fee Schedule related to the MARC to add reduced fees for Town elected official and employee family memberships, to clarify the description for multipurpose room rental, and to eliminate the child watch fee; and declaring an emergency (Jim Conroy)

C2 Resolution No. 2025-031: Relating to Administration; approving and authorizing the Mayor to execute Amendment Four to the Intergovernmental Agreement with Pima County for the Pima Early Education Program (Lisa Shafer)

C3 Resolution No. 2025-032: Relating to Budget; approving the addition of a new Capital Improvement Project known as the Willow Ridge Drainage Improvement Project and transferring up to $700,000 in General Fund expenditure authority from the Public Works Department, CIP Division restricted account to the newly-created project in the current fiscal year 2024-2025
budget (Fausto Burruel)

C4 Resolution No. 2025-033: Relating to Development; approving a Final Plat for North Klos Ranch, Lots 1 – 3, located approximately four-tenths of a mile north of W. Tangerine Road on the east side of N. Klos Drive (Scott Radden)

C5 Resolution No. 2025-034: Relating to Public Works; approving and authorizing the Mayor to sign a Utility Removal and Abandonment Reimbursement Agreement with Lumen affiliate Qwest Corporation D/B/A CenturyLink QC for the removal and abandonment of certain communications facilities as part of the North Marana Sewer Interceptor Project (George Cardieri)

C6 Resolution No. 2025-035: Relating to Public Works; approving and authorizing the Mayor to sign a Joint Utility Trench and Relocation Reimbursement Agreement and an Extension of Utility Prior Rights Agreement with Tucson Electric Power Company for the relocation of certain TEP facilities as part of the North Marana Sewer Interceptor Project (George Cardieri)

C7 Approval of Regular Council Meeting Summary Minutes of April 1, 2025 (David L. Udall)

Town Attorney Jane Fairall said that one of the consent agenda items had an emergency clause necessitating a roll-call vote.

Council Member Cavanaugh thanked the Parks and Recreation Department for giving Town employees and the Council free membership at the MARC.

Council Member Kai moved to approve the consent agenda. Vice Mayor Ziegler seconded the motion. Mr. Udall polled the Council. All Council Members voted Aye. Motion passed, 7-0.

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #001 In-State Producer liquor license submitted by Kimberly Dawn Thompson on behalf of The Rustiks Brewing Company, located at 6918 North Camino Martin Suite 120, Tucson, Arizona, 85741 (David L. Udall)

Council Member Cavanaugh moved to submit to the Arizona Department of Liquor Licenses and Control an order recommending approval of an application for a new series #001 In-State Producer liquor license submitted by Kimberly Dawn Thompson on behalf of The Rustiks Brewing Company, located at 6918 North Camino Martin Suite 120, Tucson, Arizona, 85741. Council Member Officer seconded the motion. Motion passed, 7-0.

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #005 Government liquor license submitted by Robert Arnold Padilla on behalf of Mike Jacob Sports Park, located at 6901 North Casa Grande Highway, Tucson, Arizona, 85741 (David L. Udall)

Council Member Kai moved to submit to the Arizona Department of Liquor Licenses and Control an order recommending approval of an application for a new series #005 Government liquor license submitted by Robert Arnold Padilla on behalf of Mike Jacob Sports Park, located at 6901 North Casa Grande Highway, Tucson, Arizona, 85741. Vice Mayor Ziegler seconded the motion. Motion passed, 7-0.

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING for the proposed Linda Vista 52 Annexation, located north of Linda Vista Boulevard and southeast of Twin Peaks Road within Section 14, Township 12 South, Range 12 East (Brian D. Varney)

*[**Mayor Post** declared a conflict of interest and stepped down from the dais at 6:23 PM.]*

Vice Mayor Ziegler opened the public hearing at 6:24 PM.

Senior Planner Brian Varney presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Varney** explained that this item involved a public hearing concerning the potential annexation of approximately 52 acres of land and approximately 1.87 acres of right-of-way and roadway. He said this potential annexation was introduced to the Council on April 16, 2024, and that this public hearing is part of the annexation process. He said the statutory requirements found in A.R.S. § 9-471 have been complied with. **Mr. Varney** explained the impacts the annexation would have on Town road maintenance obligations, Marana Police Department coverage, and water service. He then outlined next steps. For more details regarding the presentation, including location area maps, please see the presentation slides.

Mr. Brian Underwood with the **Planning Center** addressed the Council on behalf of the applicant. He said the intent of the annexation was related to two separate residential projects. He said this area was an attractive area for residential development.

Council Member Comerford referenced a report from Pima County and expressed dismay at its contents. She asked why this annexation proposal was even brought before the Council and recommended the Town take no further action on it. She said there was nothing that benefited the Town in this annexation and it would put undue burdens on the Town. She said she was not okay with this annexation.

Vice Mayor Ziegler commented that this meeting only concerned the annexation of the property and was not about rezoning. She said the report from Pima County related to rezoning and said it would be beneficial for Town staff to do a cost-benefit analysis. She said there would be direct and indirect benefits to the Town resulting from this annexation.

Council Member Kai said he felt it would be good for the annexation process to continue forward so Town staff could evaluate whether it was beneficial or not.

Council Member Cavanaugh also recommended staff evaluate it and said there were impact fee and construction sales tax benefits that would come to the Town.

At **Vice Mayor Ziegler's** invitation, **Ms. Linda Morales** with the **Planning Center** addressed the Council and explained the history and benefits of the annexation and the Council's prior direction to proceed.

Mr. Kirk Hall addressed the Council regarding the annexation. He expressed concern with development around his property.

Vice Mayor Ziegler closed the public hearing at 6:49 PM.

*[**Mayor Post** returned to the dais at 6:49 PM.]*

A2 Resolution No. 2025-036: Relating to Municipal Court; appointing Elizabeth "Libby" Shelton as Marana Town Magistrate for a three-year term beginning May 3, 2025; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Elizabeth "Libby" Shelton (Jane Fairall)

Ms. Fairall said it was her honor and privilege to present this item appointing **Deputy Town Attorney Libby Shelton** to a three-year term as the Town's Magistrate pursuant to the terms and conditions of the employment agreement associated with this item. A clarifying question was asked and answered.

Mayor Post said this position is one of two positions that the Town Council directly hires and that he was excited about this appointment.

Vice Mayor Ziegler moved to adopt Resolution No. 2025-36. Council Member Kai seconded the motion. Motion passed, 7-0.

Ms. Shelton thanked the Council for this opportunity and said she would work hard every day to uphold what has been built at the Court. She said that what **Judge McDonald** built at the Court was very inspiring. She thanked **Mr. Rozema** for his faith and confidence in her in this position. She said she would miss working closely with Town staff in the various departments and complemented the hard-working professionalism in the Town. She thanked **Mr. Frank Cassidy**, **Ms. Fairall**, and the Legal Department.

Mayor Post took some Mayor's privilege and asked **Mr. Rozema** to explain what would be happening with the position left open by **Ms. Shelton's** appointment as Town Magistrate.

Mr. Rozema complemented the Legal Department and the Town as a whole for stocking its shelves well to be able to fill vacant positions as they occur. He said **Mr. Udall** would be filling the Deputy Town Attorney position and that **Cultural Heritage Specialist Jill**

McCleary would be filling the Town Clerk position. He said **Ms. McCleary** has served as a director at the University of Arizona Museum of Art, has done a phenomenal job in her current position, and has great leadership skills. He said she is well suited to serve as the next Town Clerk.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Ordinance No. 2025.008: Relating to Utilities; amending Marana Town Code Title 14 (Utilities), Chapter 14-5 (Provision of Utility Service); Revising Section 14-5-1 (Customer Responsibility) to clarify requirements related to the use and transportation of water by customers; and designating an effective date (David L. Udall)

Water Deputy Director Mike Osborne and **Mr. Udall** presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Osborne** explained that the purpose of the proposed ordinance is to prevent the unauthorized transportation of water from a temporary hydrant meter or standpipe for use outside of the Town limits or the Marana Water Service Area. He said that the ordinance would further water conservation efforts in the Town, preserve the Town's water resources, and help the Town maintain accurate projections for its Designation of Assured Water Supply (DAWS). **Mr. Osborne** said the intent of this item was to receive initial feedback and direction from the Council. He said an ordinance was prepared in the event the Council would like to adopt it as currently written at this meeting.

Mr. Udall then explained the revisions to the Town Code proposed by this ordinance. He said that currently, Section 14-5-1(B) of the Marana Town Code provides that water customers must use Town water only on the customer's premises and shall not resell the water. He said the proposed ordinance would revise that requirement to state that water customers must use Town water only on the customer's premises *and that they are prohibited from transporting water outside of the Marana Service Area boundaries or the Town limits*.

Mr. Udall said there would be two exceptions to the prohibition of transporting water:

- Construction water customers may fill water storage equipment from an authorized Marana Water service connection and transport the water for construction use at a construction site, so long as the construction site is within either the Marana Water Service Area boundaries or within the Town limits.

- Standpipe water customers would be allowed to transport water outside of the Marana Water Service Area boundaries and outside the Town limits for personal residential use, so long as the water is being transported for such use on a

customer's premises that is within two miles of the Town limits with the following exceptions:

- Existing standpipe water customers already using the standpipe pursuant to a standpipe water account dated before May16, 2025, are grandfathered in under their current lawful use, regardless of location, until their existing account is closed.

- The Water Director may authorize the use of a standpipe for the transportation of water in the event of an "emergency," which is defined in the proposed ordinance as a disruption or threat to the normal supply or safety of water anywhere within the Tucson Active Management Area.

Mr. Udall said the proposed ordinance also included the following:

- A provision requiring all transportation of water to comply with Arizona's Groundwater Code (A.R.S. Title 45, Chapter 2, Article 8).
- A standalone subsection prohibiting water furnished by the Town from being resold.
- Definitions for "construction use," "construction water customer," "standpipe," and "emergency" for purposes of MTC Section 14-5-1(B).
- General cleanup.

Mr. Udall said staff recognizes this is the first time this proposed ordinance has come to the Council's attention and invited Council input and feedback. He said staff would take the feedback into account and bring back an ordinance with the feedback incorporated or, if the Council was fine with the ordinance as written, it could be adopted at this meeting.

Council Member Kai asked if the firefighting air tankers that base at the Marana Regional Airport during fire season would be able to still utilize Marana water for firefighting purposes under this proposed ordinance. **Mr. Udall** said that example was not contemplated under the proposed ordinance and that it may fall more under the use of water for firefighting purposes rather than the transportation of water. **Mr. Osborne** opined that such use would fall under the emergency clause in the proposed ordinance.

Mayor Post asked why it was necessary to change the Town Code to add these revisions. **Mr. Udall** explained that this arose out of a situation where the Town learned of a water hauler that was transporting Marana Water up to Picacho Peak. He said the Town was not aware at the time that it was being utilized to address arsenic issues in a well at Picacho Peak State Park and that the Town is currently allowing that use on a temporary basis. He said that transportation of water was cause for some concern. He said it

currently is not clear in the Town Code when water can be hauled outside of the Town limits and when it cannot and that the purpose of the ordinance is to add clarity to the Code. **Deputy Town Manager Erik Montague** added that an underlying basis for these changes lies in the fact that water is a precious natural resource to the Town and that hauled water does not make it back into the Town's sanitary sewer system and is therefore not recharged.

Mayor Post said he was glad the proposed ordinance grandfathers in those who are currently using the standpipe regardless of location but said that there are many who live outside of the two-mile radius whose wells might go down. He said there is also concern, especially in dry years, that ranchers do not have stock water and that there are a lot of ranchers who rely on the Marana standpipe. He asked if the proposed ordinance would cover those two scenarios. **Mr. Udall** said the emergency exception under the standpipe language is defined to include disruptions or threats to the normal supply or safety of water anywhere within the Tucson Active Management Area, and that it would give the Water Director the authority to make the call to allow for the transportation of water in such circumstances. **Mayor Post** requested that the language be refined to address these concerns more specifically. **Mr. Udall** said he could certainly do that. He said not every factual scenario could be predicted in advance and that the aim was to tailor the language so it is broad enough for the Water Director to make judgment calls that are appropriate but narrow enough to cover specific concerns and provide clarity.

Mayor Post asked that this item be brought back with those items clarified. **Council Member Kai** asked for more information regarding how much water is subject to transportation. **Mayor Post** agreed and said that would give an idea of how much water was actually causing this concern. **Mr. Osborne** said the Water Department is in the process of conducting that analysis.

Mayor Post said he wasn't saying this was not a good ordinance, but that he wanted to make sure the Town did not adopt something that left some community members in need.

Council Member Cavanaugh commented that some of the Town residents think it is egregious to see the water tanker truck hauling water to Picacho Peak. He said this was the first time he heard it was due to arsenic contamination and said he feels for the residence of Picacho. He asked if the Town had any idea of how much longer this would go on. **Mr. Osborne** said he does not know but that the Town is in constant communication with Picacho Peak State Park to ensure they are actively working toward a solution.

Council Member Officer asked if the Council could also receive a report of how many people will not be able to use standpipe water if the proposed ordinance went into effect.

He said many do not use it on a regular basis but come to it when they need it. **Mr. Osborne** said he would look into it. He said that was part of the reason for the grandfather clause and that future customers are hard to predict.

D2 Relating to Legislation and Government Actions; discussion and possible action or direction regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)

Mr. Rozema provided an update on legislative activities in the state. He said not much is moving right now. One bill that is moving, and that is beneficial to the Town, is the sober living home bill.

D3 Relating to Public Works; update, discussion, and possible direction regarding public and private transportation, traffic and/or drainage projects in the Town (Fausto Burruel)

Public Works Director Fausto Burruel provided an update regarding transportation and traffic projects currently occurring in the Town. A copy of the presentation slides is on file with the Town Clerk's Office. Please see the presentation slides for details. **Mr. Burruel** answered questions related to the various projects during his presentation.

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

E2 Executive Session pursuant to A.R.S. §38-431.03 (A)(1) for discussion of the appointment of Libby Shelton as Town Magistrate, including discussion of the terms of the Town Magistrate Employment Agreement.

FUTURE AGENDA ITEMS

Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

Mayor Post asked for future agenda items. There were no requests for future agenda items.

ADJOURNMENT

Mayor Post asked for a motion to adjourn the meeting.

Several Council Members, including Council Member Cavanaugh, moved to adjourn the meeting. Motion passed, 7-0. Meeting adjourned at 7:49 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on April 15, 2025. I further certify that a quorum was present.

_____

David Udall, Town Clerk

DRAFT

MARANA TOWN COUNCIL
STUDY SESSION
11555 W. Civic Center Drive, Marana, Arizona 85653
Second Floor Conference Center, April 22, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patti Comerford, Council Member
Patrick Cavanaugh, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Post called the meeting to order at 6:00 PM and directed the Town Clerk to call the roll. **Council Member Comerford** was absent. **Council Member Murphy** participated remotely. **Council Member Cavanaugh** was noted as absent, but it was stated on the record that he observed the meeting via livestream. All other Council Members were present, constituting a quorum.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE: Led by **Mayor Post.**

APPROVAL OF AGENDA

Council Member Kai moved to approve the agenda as presented. Council Member Officer seconded the motion. Motion passed, 5-0.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Budget; review, discussion, consideration, and direction to staff regarding the fiscal year 2025-2026 Manager's recommended budget for the Town of Marana (Terry Rozema and Yiannis Kalaitzidis)

Mayor Post commented that the Study Session was being held in the Ed Honea Marana Municipal Complex's 2nd Floor Conference Center so that the Council would have the opportunity to have productive discourse among staff and Council members.

Before presenting, **Town Manager Terry Rozema** introduced the new **Executive Assistant to the Town Manager, Danielle Tanner**.

Mr. Rozema began the presentation of the FY 2025-2026 Manager's Recommended Budget by covering the Town's values, mission, and vision. He detailed the Town's accomplishments over the last fiscal year, which are listed in the presentation slides. **Finance Director Yannis Kalaitzidis** continued the presentation and detailed the various aspects of the Manager's Recommended Budget, including relevant considerations. He requested feedback and direction from the Council regarding the presentation. A copy of the presentation slides is on file with the Town Clerk's Office. Detailed information pertaining to the Manager's Recommended Budget and the presentation, including tables, charts, and statistics, are in the presentation slides. Clarifying questions were asked and answered throughout the presentation.

Council Member Kai inquired about the potential economic impact if a recession were to occur. **Mr. Kalaitzidis** responded that in a hypothetical recession, he believes Marana would remain in a strong position due to conservative fiscal planning and future growth. He stated that the Town could absorb up to $2.6 million in recurring revenue shortfalls without requiring further budgetary reductions.

Vice Mayor Ziegler asked whether the Governor's affordable housing initiatives would affect local development. **Mr. Kalaitzidis** responded that without knowing more details, he couldn't answer the question fully. **Mr. Rozema** added that negotiations between the League of Cities and Towns, homebuilders, and the Governor's Office are ongoing and that a resolution may be deferred into the future.

Mayor Post inquired about the Town's debt service and debt ratio. **Mr. Kalaitzidis** responded with detailed information about the Town's debt by type and amount.

Mayor Post asked if the Town could finance critical projects in the future. **Mr. Kalaitzidis** confirmed that it could. **Vice Mayor Ziegler** asked **Mayor Post** for clarification on the term "critical projects." **Mayor Post** responded that the Barnett Channel is an example.

Vice Mayor Ziegler asked for clarification on the increased cost of benefits for Town employees. **Mr. Kalaitzidis** clarified that a 5% increase was given to employees, and that the Town is covering the rest of the increase.

Mayor Post asked about investments in Community Facilities Districts (CFDs), and a discussion followed regarding whether the Town could recover investments in infrastructure projects (e.g., parks) from a CFD if it benefited that district. **Deputy Town Manager Erik Montague** noted this could be possible but would depend on the degree of benefit to the CFD. He said this would require analysis on a case-by-case basis.

Council Member Kai asked about financial numbers relating to the Police Department Pension Plan payoff. **Mr. Kalaitzidis** indicated that as of July 1, 2024, the Town paid it in full but stated that the impact of the payoff will not fully show until FY27.

Vice Mayor Ziegler also inquired about the reduction in the Gladden Farms CFD rate, noting the decrease from $2.50 to $2.25 per $100 of limited assessed value. **Mr. Kalaitzidis** confirmed the decrease was due to Gladden Farms CFD no longer issuing debt. He explained the state requirements prohibiting over-collection by a CFD. He also said that while the rate decreased, revenue remained mostly consistent.

Vice Mayor Ziegler asked about the cost of the design for the Barnett Channel. **Public Works Director Fausto Burruel** indicated $3 million is identified in the current budget but the number is not confirmed, explaining that the Town is moving into a Design Concept Report (DCR) to get a more accurate cost.

Discussion occurred related to staffing levels, including the addition of 21 new full-time positions, bringing the total number of Town staff to 496.6. **Mayor Post** noted the significance of approaching 500 employees. **Mr. Rozema** explained that positions were carefully evaluated and aligned with community needs. **Mayor Post** agreed that every new employee hire is thought out and needed.

Council Member Kai inquired about the number of positions in the Police Department. **Police Chief Jeffrey Pridgett** and **Mr. Rozema** responded that the number of commissioned officers will be 119 with the two new hires contemplated in the Manager's Recommended Budget, and the total number of staff in the department is 147.

Mayor Post asked how the Town is doing with its goal to keep the ratio of officers per residents at the Marana Police Department's recommended level. **Mr. Rozema** explained that the Town is approaching a staffing ratio of 2.0 officers per 1,000 residents, which is the Department's goal, but that it is not yet there. **Mr. Rozema**, **Council Member Kai,** and **Vice Mayor Ziegler** expressed praise for the Marana Police Department, including noting its response times and high service levels.

The cost of the Marana Aquatics and Recreation Center (MARC**)** was discussed. **Mr. Kalaitzidis** reported projected operating expenses of $3.2 million and conservative revenue estimates of $900,000, resulting in a projected net cost of $2.3 million. **Mr. Rozema** expressed optimism that actual revenue may exceed expectations, based on early membership interest and feedback from comparable communities. **Mayor Post** noted that the Council knew there may be a gap in funding. **Vice Mayor Ziegler** commented on the positive reception to the center in Goodyear and the high interest already shown for the MARC.

Mayor Post inquired about the Ed Honea Marana Municipal Complex Space Optimization project. **Mr. Kalaitzidis** said it is a multi-year plan with a planned allocation of approximately $14.5 million dollars over the course of three years.

Vice Mayor Ziegler asked about the splash pad project at Tangerine Sky Park. **Parks and Recreation Director Jim Conroy** said that construction for the splash pad and additional parking will start this summer and that the bid process will go public soon.

Vice Mayor Ziegler raised the issue of the Town's contingency and reserve fund, questioning whether a portion of the $5 million budget authorization could be used elsewhere, e.g., transportation. **Mr. Kalaitzidis** explained the Town's reserve exists for unanticipated needs but does not stop the use of funding for other projects. Further discussion covered the use of past reserves. **Mr. Rozema** emphasized that the $5 million is for unanticipated uses and that the prudent financial plan is to allocate funds for Council-approved projects. He said some of the reserve money is also already spoken for by certain projects. **Vice Mayor Ziegler** expressed that the Town shouldn't let reserve funds simply sit there and not be used.

Vice Mayor Ziegler asked follow-up questions about the Tortolita Preserve and requested to go on record about Mayor Post's past comments to provide clarity. She emphasized that the Town was looking into purchasing the Tortolita Preserve and that it was not a done deal. **Mayor Post** highlighted that it would be a long road to purchase the Preserve but that he was encouraged by the initial reception from State Land Department employees.

A discussion ensued among **Council Members** and **Mr. Rozema** regarding the Town's lease of the Preserve and how it does not currently own the Tortolita Preserve. The discussion also included comments regarding significant steps that would need to be taken before the Preserve could be purchased, and that the Town has considered the option of buying the Preserve for many years. **Mayor Post** reiterated that the goal was to try to eventually acquire the Tortolita Preserve but that there is a long road ahead before anything can be finalized.

The presentation concluded with **Mr. Kalaitzidis** stating that staff would incorporate feedback from the meeting. **Mr. Kalaitzidis** said that next steps included the Council's consideration and possible adoption of a tentative budget on May 20, 2025, followed by its possible adoption of the final budget on June 17, 2025.

Mayor Post thanked the Town staff for all the hard work put into the budget and commented that the budget meets the requirements of the Council.

Council Member Kai stated that he approves of **Mr. Kalaitzidis'** conservative approach and believes it will help protect the Town.

Vice Mayor Ziegler moved to direct the Town Manager to incorporate the items discussed at this meeting and the preparation of the tentative budget which will be considered for possible adoption on May 20th, 2025. Council Member Kai seconded the motion. Motion passed, 5-0.

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into an executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

FUTURE AGENDA ITEMS

Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

Mayor Post asked for future agenda items. There were no future agenda items requested.

ADJOURNMENT

Mayor Post asked for a motion to adjourn the meeting.

Vice Mayor Ziegler moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 5-0. Meeting adjourned at 7:45 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Town Council Study Session meeting held on April 22, 2025. I further certify that a quorum was present.

_____

Jill McCleary, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 05/06/2025

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: May 6, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Ranbir Aujla on behalf of Amore, located at 12130 North Dove Mountain Boulevard Suite 104, Marana, Arizona, 85653 (Jill McCleary)

Discussion:

This application is for a new series #012 Restaurant liquor license at Amore, located at 12130 North Dove Mountain Boulevard Suite 104, Marana, Arizona, 85653.

Pursuant to state law, the application was posted at the premises where the business is to be conducted. The posted notice provided that residents within a one-mile radius from the premises may file written arguments in favor of or opposed to the issuance of the license with the Town Clerk's Office within 20 days of the posting. Any written arguments received by the Clerk's Office for or against the proposed liquor license are attached to this item and will be submitted to the Department of Liquor Licenses and Control (DLLC).

Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building, and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check. The DLLC required management training has been submitted to the DLLC.

The Town Council must enter an order recommending approval or disapproval of the

application within 60 days after filing the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications, and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license."

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and include a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the Liquor Board or a resident within a one-mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one-mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

Staff Recommendation:

The Town staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a new series #012 Restaurant liquor license submitted by Ranbir Aujla on behalf of Amore, located at 12130 North Dove Mountain Boulevard Suite 104, Marana, Arizona, 85653.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #012 Restaurant liquor license submitted by Ranbir Aujla on behalf of Amore, located at 12130 North Dove Mountain Boulevard Suite 104, Marana, Arizona, 85653.

Attachments

Redacted Application

Affidavit of Posting

Local Governing Body Recommendation

LL 2025-03
received
03/21/2025
Email
3:01pm

State of Arizona
Department of Liquor Licenses and Control

Created 03/21/2025 @ 02:43:56 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	AMORE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	12130 N DOVE MOUNTAIN BOULEVARD #104 MARANA, AZ 85653 USA		
Mailing Address:	[redacted] ORO VALLEY, AZ 85737 USA		
Phone:	(520)579-2292		
Alt. Phone:	(602)544-6766		
Email:	[redacted]		

AGENT

Name:	RANBIR AUJLA
Gender:	Male
Correspondence Address:	[redacted] ORO VALLEY, AZ 85737 USA
Phone:	(602)544-6766
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	AUJLAS CULINARY LLC		
Contact Name:	RANBIR AUJLAS		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23700294	State of Incorporation:	AZ
Incorporation Date:	07/02/2024		
Correspondence Address:	[redacted] ORO VALLEY, AZ 85737 USA		
Phone:	(602)544-6766		
Alt. Phone:			
Email:	[redacted]		

Officers / Stockholders

60th Day:
5/20/25
105th Day:
7/4/25

Name:	Title:	% Interest:
RANBIR AUJLA	Mgr-Member	100.00

AUJLAS CULINARY LLC - Mgr-Member

Name:	RANBIR AUJLA
Gender:	Male
Correspondence Address:	[redacted] ORO VALLEY, AZ 85737 USA
Phone:	(602)544-6766
Alt. Phone:	
Email:	[redacted]

APPLICATION INFORMATION

Application Number: 338544
Application Type: New Application
Created Date: 03/13/2025

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   Yes
   What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
   03/21/2025
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   $50,000.00
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $0.00
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   CONTIGUOUS
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
9) What type of business will this license be used for?
   RESTAURANT + BAR

State of Arizona
Department of Liquor Licenses and Control

Created 03/21/2025 @ 02:42:49 PM

Local Governing Body Report

LICENSE

Number:	INP100032582	Type:	INP INTERIM PERMIT
Name:	AMORE		
State:	Active		
Issue Date:	03/21/2025	Expiration Date:	07/04/2025
Original Issue Date:	03/21/2025		
Location:	12130 N DOVE MOUNTAIN BOULEVARD #104 MARANA, AZ 85653 USA		
Mailing Address:	[redacted] ORO VALLEY, AZ 85737 USA		
Phone:	(520)579-2292		
Alt. Phone:	(602)544-6766		
Email:	[redacted]		

AGENT

Name:	RANBIR AUJLA
Gender:	Male
Correspondence Address:	[redacted] ORO VALLEY, AZ 85737 USA
Phone:	(602)544-6766
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	AUJLAS CULINARY LLC		
Contact Name:	RANBIR AUJLAS		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23700294	State of Incorporation:	AZ
Incorporation Date:	07/02/2024		
Correspondence Address:	[redacted] ORO VALLEY, AZ 85737 USA		
Phone:	(602)544-6766		
Alt. Phone:			
Email:	[redacted]		

Officers / Stockholders

Name:	Title:	% Interest:
RANBIR AUJLA	Mgr-Member	100.00

AUJLAS CULINARY LLC - Mgr-Member

Name: RANBIR AUJLA
Gender: Male
Correspondence Address: [redacted]
ORO VALLEY, AZ 85737
USA
Phone: (602)544-6766
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 338546
Application Type: New Application
Created Date: 03/13/2025

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location
   12103921
2) Is the license currently in use?
   Yes
3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
   Yes
   A Document of type INTERIM NOTARY PAGE is required.

SECTION 5 Interim Permit

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S.§4-203.01. For approval of an interim permit: There must be a valid license of the same series currently issued to the location.

1. Current license number at the location: 12103921 2. Is the license currently in use? ☑ Yes ☐ No

2. If the license is **NOT** currently in use, how long has it been since the license was last used at this location? _____

I (Print Full Name) Joshua Mussman hereby declare that I am the Current Owner, Agent, or Controlling Person on the stated license and location.

Sign in front of Notary: _____
(Current Agent/Individual as listed on the license certificate)

State of Arizona

County of Pima

Signed before me on this 20 day of February, 2025

Notary Signature _____

My commission expires on 4/14/2028

SHAYLA JOYNER NOTARY PUBLIC - STATE OF ARIZONA PIMA COUNTY COMM. # 664665 MY COMMISSION EXPIRES 04-14-2028

Notary Seal

SECTION 6 Background Check

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

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 07/02/2024 State where Incorporated/Organized: ARIZONA

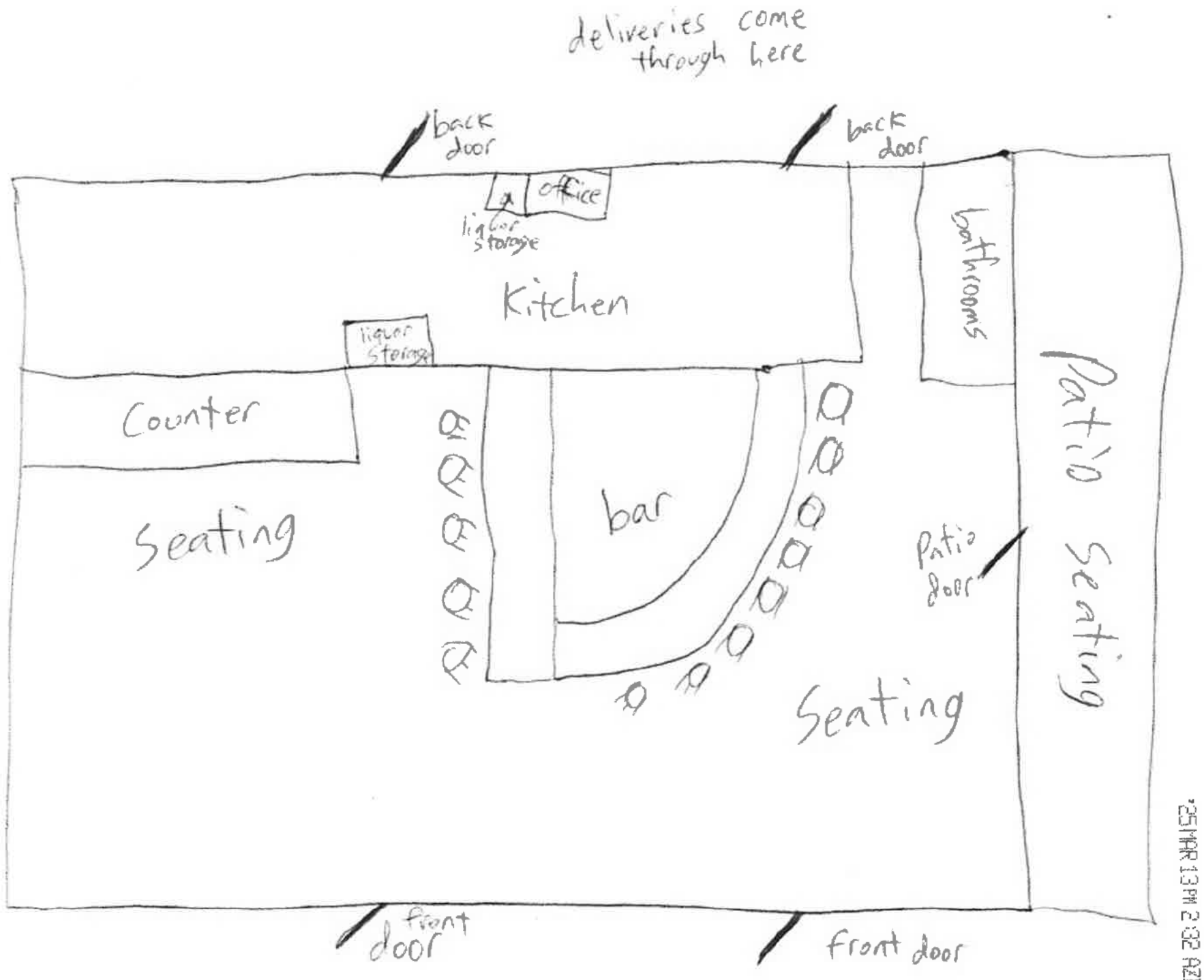
b) AZ Corporation or AZ L.L.C. Entity No: 23700294 Approval Date: 07/02/2024

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
AUJLA	RANBIR		MANAGER OWNER MEMBER	100	[redacted]			

(Attach additional sheet if necessary)

back door
delivery door
front door
bar
walk-in
freezer
ordering counter
109
pick-up window
111
queue
102
comfort couch
3511 SQ FT
SEE ATTACHED



'25 MAR 13 PM 2:32 AZDLLC

'25 MAR 13 PM 2:32 AZDLLC

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with Black ink

1. Name of restaurant (Please print): AMORE

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	4 burner american range
Oven	Blodgett convection oven
Freezer	walk in 6x8
Refrigerator	walk in 8x10
Sink	hand sink,dump sink,double compartment , 3 compartment ,vegetable sink
Dish Washing Facilities	ADS single rack machine
Food Preparation Counter (Dimensions)	Stainless steel table 36x96
Other	

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(**Do not include kitchen, bar, hi-top tables, or game area.**) 50 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☑ YES ☐ No

(**If yes, what percentage of the public floor space does this area cover?**) 10 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [72]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 12]

TOTAL [= 84]

7. What type of dinnerware is primarily used in your restaurant? ☑ Reusable ☐ Disposable ☐ Both

'25 APR 13 PM 2:32 AZDLLC

8. Does your restaurant contain any **games, televisions**, or **any other entertainment?** ☑ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

3 tv's

9. Do you have live entertainment or dancing? ☐ YES ☑ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	6
Bartenders	3
Hostesses	3
Managers	4
Servers	8
Other (bussers)	2
Other (dish washing)	2
Other ( )	

I, (Print Full Name) Ranbir aujla **, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: Ranbir Aujla

'25 MAR 13 PM 2:32 AZDLLC

RECORDS REQUIRED FOR AUDIT

RESTAURANT/HOTEL/MOTEL

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

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): AMORE
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks

12. **Tax Records**

    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. **Payroll Records**

'25 MAR 13 PM 2:32 AZDLLC

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) RANBIR AJJLA **, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: Ranbir Ajjla

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

'25 MAR 13 PM 2:32 AZDLL

WINGS • SANDWICHES • DESSERTS

Wings

Chicken Wings
with Choice of Sauce
6 wings 9.00 | 12 wings 18.00 | 24 wings 32.00

Chicken Wings
with Choice of Rub
6 wings 9.00 | 12 wings 18.00 | 24 wings 32.00

Tenders

Chicken Tenders
with Choice of Sauce
4 tenders 6.00 | 8 tenders 12.00 | 12 tenders 18.00

Chicken Tenders
with Choice of Rub
4 tenders 6.00 | 8 tenders 12.00 | 12 tenders 18.00

Sandwiches

Chicken Sandwich
grilled or crispy chicken, pickles, and brioche bun 14.00

Bacon Ranch Chicken Sandwich
grilled or crispy chicken, bacon, lettuce, tomato, and ranch dressing on a brioche bun 14.00

Nashville Hot Chicken Sandwich
grilled or crispy chicken, lettuce, tomato, pickles, and fancy sauce on a brioche bun 15.00

Desserts

Mini Churros & Vanilla Ice Cream
8.00

Banana Pudding
6.00

AMORE
for the LOVE of good food

25 MAR 13 PM 2:32 AZDLC

WOOD-FIRED NEAPOLITAN PIZZA

Capricciosa
Red sauce, artichoke heart, mushroom, kalamata olive, house mozzarella, prosciutto. 18

Margherita
Red sauce, basil, house mozzarella, parmesan. 15

Salsiccia
Red sauce, mozzarella, Italian sausage, bell peppers, onions. 16

Pepperoni
Red sauce, pepperoni, house mozzarella, and parmesan cheese. 16

Anima
Red sauce, andouille, smoked mozzarella. 18

Ruspante
Red sauce, chicken sausage, roasted bell peppers, house mozzarella. 18

Mediterranean Pizza
Pesto cream, chicken, sun-dried tomato, kalamata olive, gorgonzola, house mozzarella. 18

Lussuria
Red sauce, salumi, house mozzarella, garlic, red pepper. 17

Marinara
Red sauce, oregano and fresh garlic (no cheese). 14

Bianca al Prosciutto
Garlic-olive oil, parmesan, house mozzarella, prosciutto, arugula. 18

Checca
Garlic-olive oil, tomato, basil, house mozzarella. 16

Quattro Formaggi
Garlic-olive oil, parmesan, house mozzarella, gorgonzola, smoked mozzarella. 17

Calzone
Ricotta, house mozzarella, red sauce, prosciutto, basil; served with a side of house marinara. 22

AMORE
for the LOVE of good food

INDIAN MENU

*25 MAR 13 PM 2:32 AZDLLC

APPETIZERS

Vegetable Samosa (2 Pieces) VG
Patties stuffed with herbs, potatoes and peas. 8

Garlic Cauliflower (VG)
Cauliflower fritters in sweet sauce and garlic. 13

Fish Pakora
Fish dipped in chickpea flour and fried. 13

Garlic Chicken
Chicken fritters and a sweet sauce in garlic. 15

VEGETARIAN DISHES

Chana Masala
Garbanzo beans cooked with ginger, garlic and aromatic north Indian spices. 16

Paneer Tikka Masala
Indian cheese cooked in tomato and onion gravy sauce with cream. 16

Navratan Korma (GF)
Mixed vegetables cooked with creamy sauce and cashews. 16

CHEF'S SPECIALS

Chicken Tikka Masala
Marinated chunk of boneless chicken breast, cooked in tandoor and finished in a delicious chef's special sauce and cream. 19

Chicken Curry
Boneless chicken cooked in onion gravy with herbs and spices. 18

Butter Chicken (GF)
Tender chicken in specially-spiced tomato gravy. 18

Tandoori Chicken
Chicken marinated in yogurt and spices. 19

Fish Masala
Caraway seed toasted in garlic, tomatoes and onion sauce. 18

Lamb Tikka Masala
Lamb cooked in a chef's special sauce with cream. 19

Lamb Curry
Boneless lamb cooked in onion gravy with herbs and spices. 19

Lamb Chops
Lamb chops, marinated with herbs, spices and yogurt. (5 Pieces) 35

Lamb Korma
Lamb cooked in creamy cashew-based sauce with fruit. 20

NAAN

Naan
Bread cooked in a special tandoor oven. 4

Garlic Naan
Naan bread prepared with a spread of garlic and cilantro and cooked in a tandoor oven. 5

AMORE
for the LOVE of good food

BEVERAGE MENU

'25 MAR 13 PM 2:33 AZDLLC

NON-ALCOHOLIC BEVERAGES

Coke	$4.00
Diet Coke	$4.00
Sprite	$4.00
Dr. Pepper	$4.00
Lemonade	$4.00
Iced Tea	$4.00
Coffee	$4.50
Masala Chai	$5.00
Mango Lassi	$5.00
Aqua Panna	$5.00
Pellegrino	$5.00

AMORE

for the LOVE of good food

25 MAR 13 PM 2:33 AZDLLC

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY	
Fee:	
Job #:	
Date Accepted:	
CSR:	

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☑ MANAGER

1. Name: AUJLA (Last) RANBIR (First) (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: ARIZONA
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 01/01/2008
6. Email address: [redacted]
7. Home Address: [redacted] ORO VALLEY, AZ 85737
8. Daytime phone #: 602-544-6766 Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: [redacted] RA
2. Business Name (doing business as): [redacted] AMORE [redacted] RA
3. Business Address: 12130 N DOVE MOUNTAIN BLVD #104 MARANA AZ. 85658

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

25 MAR 13 PM 2:33 AZDLLC

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☑ Agent ☐ Controlling Person ☑ Manager

Name of persons who will be handling the day to day operations: RANBIR AUJLA

VANESSA GUERRERO , LAURA CLUFF

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☒

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☒
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

I, (Print Full Name) RANBIR AUJLA hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Ranbir Aujla **Date:** 03/11/2025

S4 Q1:

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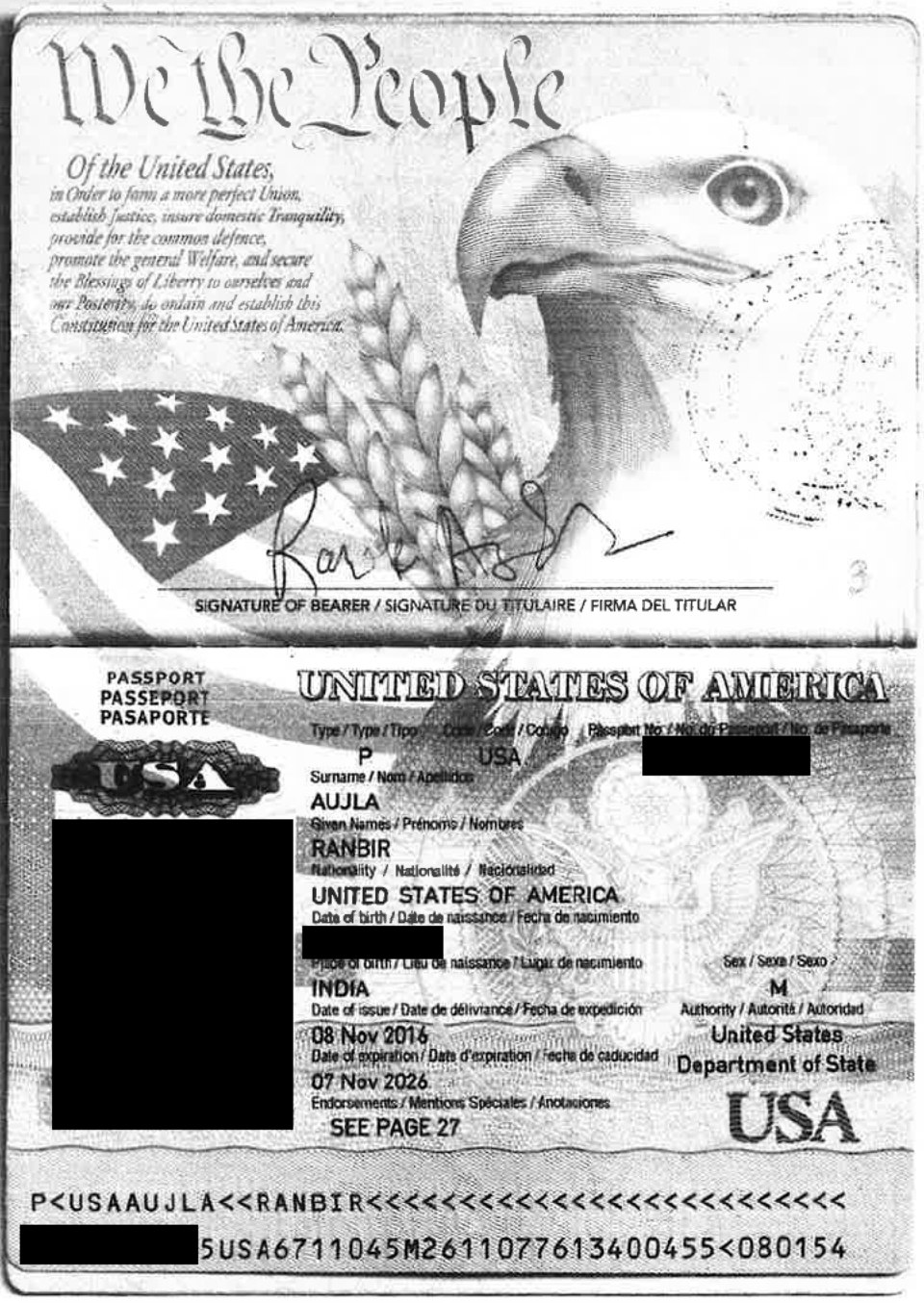
(1) INDIAN TWIST INC
INDIAN TWIST
4660 E CAMP LOWELL DR
TUCSON - AZ 85712
[redacted]

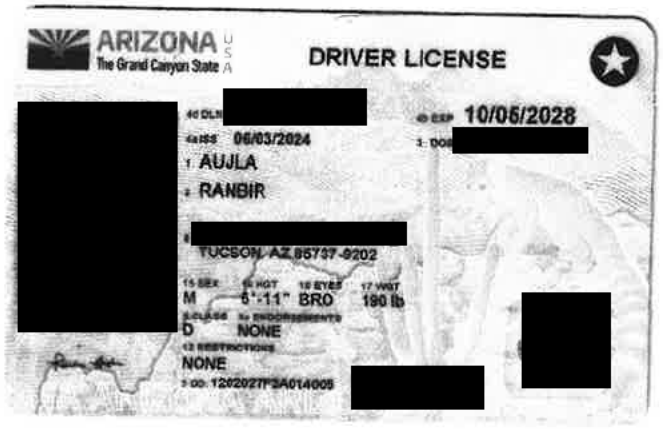
(2) ZYKA TWIST LLC
ZYKA TWIST
621 N 4th AVE, TUCSON, 85705
[redacted]

RANBIR AUJLA

Ranbir Aujla

'25 MAR 13 PM 2:33 AZDLLC




ARIZONA
The Grand Canyon State
DRIVER LICENSE
10/05/2028
06/03/2024
1 AUJLA
2 RANBIR
TUCSON, AZ 85737-9202
M
6'-11"
BRO
180 lb
D
NONE
NONE


UNITED STATES OF AMERICA
PASSPORT CARD
USA
Nationality
USA
Surname
AUJLA
Given Names
RANBIR
Sex
M
Place of Birth
INDIA
Issued On
08 NOV 2016
Expires On
07 NOV 2026
UNITED STATES DEPARTMENT OF STATE

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ALIEN STATUS

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

Type or Print with Black Ink

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

APPLICANT NAME (Print or type) RANBIR AUJLA

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 CULCOTTA State WEST BENGAL **COUNTRY** INDIA

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

2) Name of document: PASSPORT CARD

If you answered **No**, you must complete Sections III.

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

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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 Jan. 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.

SECTION III – QUALIFIED ALIEN DECLARATION

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.
- ☐ . 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 *etseq.*];
13. A foreign national not physically present in the United States.
14. ***Otherwise Lawfully Present***
15. 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. §

RANBIR AUJLA	Ranbir Aujla	03/11/2025
Print Name	**Signature**	**Date**

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Certificate # ON-LINE

- ☐ On-sale
- ☐ Off-sale
- ☒ On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** 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.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT 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. Licensees 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 two years after the training completion date.

Student Information

Ranbir Aujla
Full Name (please print)

Ranbir Aujla
Signature

02/27/2023
Training Completion Date

02/27/2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF – All-Star Alcohol Awareness
Company Name

P.O. Box 6252, Chandler, Arizona 85246
Mailing Address

(480) 664-0389
Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete
Instructor Name (please print)
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).

Instructor Signature

02 / 27 / 2023
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

Certificate # AZM-ON01205437

'25 MAR 13 PM 2:33 AZDLLC

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 at 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

Ranbir Aujla
Full Name (please print)

Signature

03/01/2023
Training Completion Date

02/28/2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

5000 Plaza on the Lake, Suite 305, Austin, TX 78746
Mailing Address

(877) 881-2235
Daytime Contact Phone Number

I, Samantha Montalbano, 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).

Instructor Signature

03/01/2023
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

25 MAR 13 PM 2:33 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY
Job #:
Date Accepted:
CSR:

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. Fill out the information in the boxes below. **Please print clearly**.

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 3/12/25	**Name of Applicant:** RANBIR AULA
Name of Fingerprint Technician: Sobecki 104554	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: Tucson Police Dept	**Phone Number:** 520-791-4896
Type of Photo ID Provided (check one): TUCSON POLICE DEPARTMENT ☑ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**	

POSTING

Job# _____
DLLC use only

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

Type or Print with Black Ink

Date of Posting: 03 / 25 / 25 Date of Posting Removal: 4 / 15 / 25

Applicant's Name: Aujla (Last) Ranbir (First) _____ (Middle)

Business Address: 12130 N Dove Mountain Bl (Street) Marana (City) 85653 (Zip)

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

JR Burns	Housing Rehabilitation Specialist	(520) 990-2496
Print Name of City/County Official	Title	Phone Number

[signature]	3 25 25
Signature	Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

7/21/2022

Local Governing Body Recommendation

A.R.S. § 4-201(C)

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

Type or Print with Black Ink

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 338544 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2025-03

Licensed establishment that will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 6 (Day) of May (Month), 2025 (Year) considered the application of Ranbir Aujla (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Ranbir Aujla (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for_____. (Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

_____ (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Council-Regular Meeting **L2**

Meeting Date: 05/06/2025

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: May 6, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #009 Liquor Store liquor license submitted by Jared Michael Repinski on behalf of Quik Mart #1301, located at 8685 North Silverbell Road, Tucson, Arizona, 85743 (Jill McCleary)

Discussion:

This application is for a new series #009 Liquor Store liquor license at Quik Mart #1301, located at 8685 North Silverbell Road, Tucson, Arizona, 85743.

Pursuant to state law, the application was posted at the premises where the business is to be conducted. The posted notice provided that residents within a one-mile radius from the premises may file written arguments in favor of or opposed to the issuance of the license with the Town Clerk's Office within 20 days of the posting. Any written arguments received by the Clerk's Office for or against the proposed liquor license are attached to this item and will be submitted to the Department of Liquor Licenses and Control (DLLC).

Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building, and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check. The DLLC required management training has been submitted to the DLLC.

The Town Council must enter an order recommending approval or disapproval of the

application within 60 days after filing the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications, and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license."

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and include a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the Liquor Board or a resident within a one-mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one-mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

Staff Recommendation:

The Town staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a new series #009 Liquor Store liquor license submitted by Jared Michael Repinski on behalf of Quik Mart #1301, located at 8685 North Silverbell Road, Tucson, Arizona, 85743.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #009 Liquor Store liquor license submitted by Jared Michael Repinski on behalf of Quik Mart #1301, located at 8685 North Silverbell Road, Tucson, Arizona, 85743.

Attachments

Redacted Application

Affidavit of Posting

Local Governing Body Recommendation

LL2025-04

received
03/25/2025
Email
8:21AM
NH

State of Arizona
Department of Liquor Licenses and Control

Created 03/25/2025 @ 08:05:12 AM

Local Governing Body Report

LICENSE

Number:		Type:	009 LIQUOR STORE
Name:	LPT QUIK MART #1301		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	8685 N SILVERBELL ROAD TUCSON, AZ 85743 USA		
Mailing Address:	[redacted] CHANDLER, AZ 85246 USA		
Phone:	(520)579-2620		
Alt. Phone:	[redacted]		
Email:	[redacted]		

AGENT

Name:	JARED MICHAEL REPINSKI
Gender:	Male
Correspondence Address:	[redacted] CHANDLER, AZ 85246 USA
Phone:	[redacted]
Alt. Phone:	[redacted]
Email:	[redacted]

OWNER

Name:	SOUTHWEST CONVENIENCE SPE LLC		
Contact Name:	JARED MICHAEL REPINSKI		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23284544	State of Incorporation:	DE
Incorporation Date:	10/14/2021		
Correspondence Address:	[redacted] CHANDLER, AZ 85246 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

Officers / Stockholders

60th Day 5-24-25
105th Day 7-6-25

Name:	Title:	% Interest:
SOUTHWEST CONVENIENCE LLC	Member	100.00

SOUTHWEST CONVENIENCE SPE LLC - Member

Name: SOUTHWEST CONVENIENCE LLC
Contact Name: JARED MICHAEL REPINSKI
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
CHANDLER, AZ 85246
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

SOUTHWEST CONVENIENCE LLC - Mgr-Member

Name: ROBERT SCOTT BERG
Gender: Male
Correspondence Address: [redacted]
CHANDLER, AZ 85246
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

SOUTHWEST CONVENIENCE LLC - Mgr-Member

Name: BRETT LAURANCE BISHOV
Gender: Male
Correspondence Address: [redacted]
CHANDLER, AZ 85246
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

SOUTHWEST CONVENIENCE LLC - Mgr-Member

Name: KEVIN NEIL GANDY
Gender: Male
Correspondence Address: [redacted]
CHANDLER, AZ 85246
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

MANAGERS

Name: SCOTT JEFFREY MILLER
Gender: Male
Correspondence Address: [redacted]
CHANDLER, AZ 85246
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 334019
Application Type: New Application
Created Date: 02/21/2025

QUESTIONS & ANSWERS

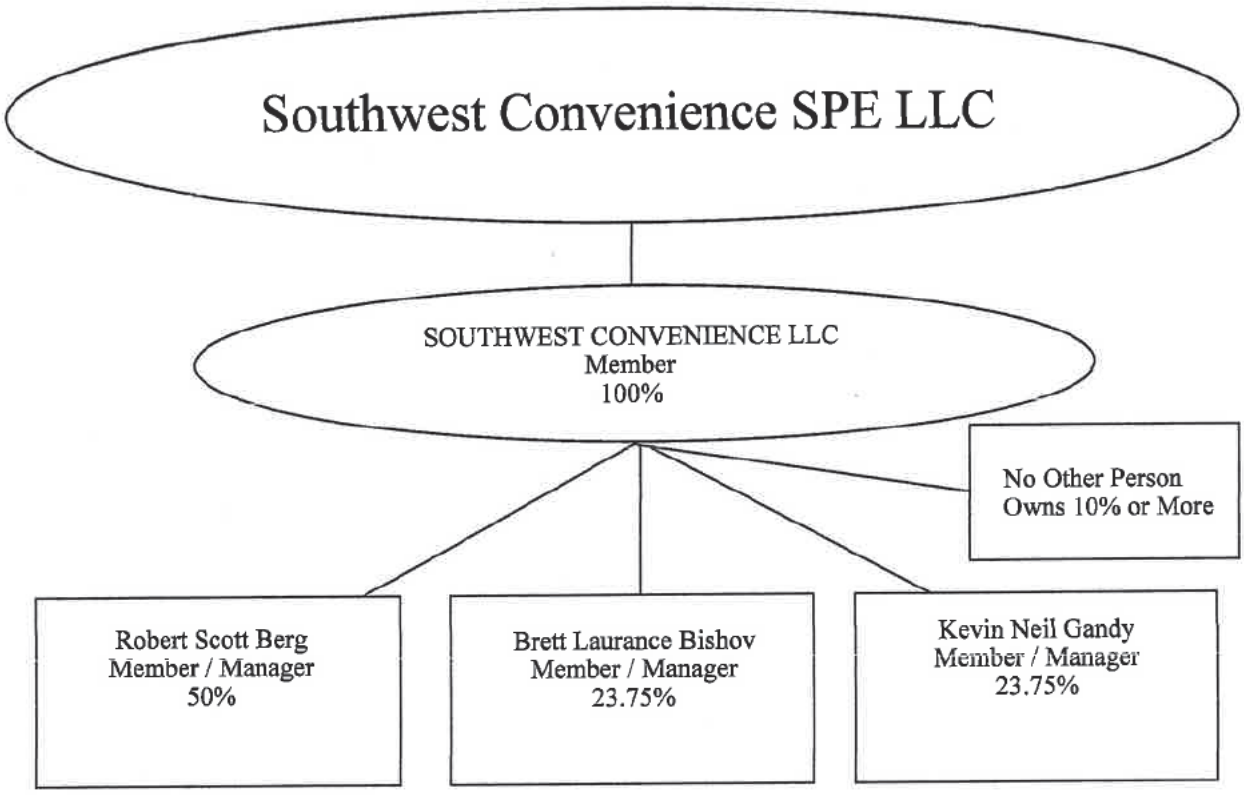
009 Liquor Store

1) Are you applying for an Interim Permit (INP)?
   No
2) Provide name, address, and distance of nearest school.
   (If less than one (1) mile note footage)
   RATTLE SNAKE RIDGE ELEMENTARY 8500 CONTINENTAL RESERVE LOOP TUCSON AZ 85743
   1030 FEET
3) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   MANAGEMENT COMPANY
4) Is there a penalty if lease is not fulfilled?
   No
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   TOWN OF MARANA
6) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   17.1 MILLION

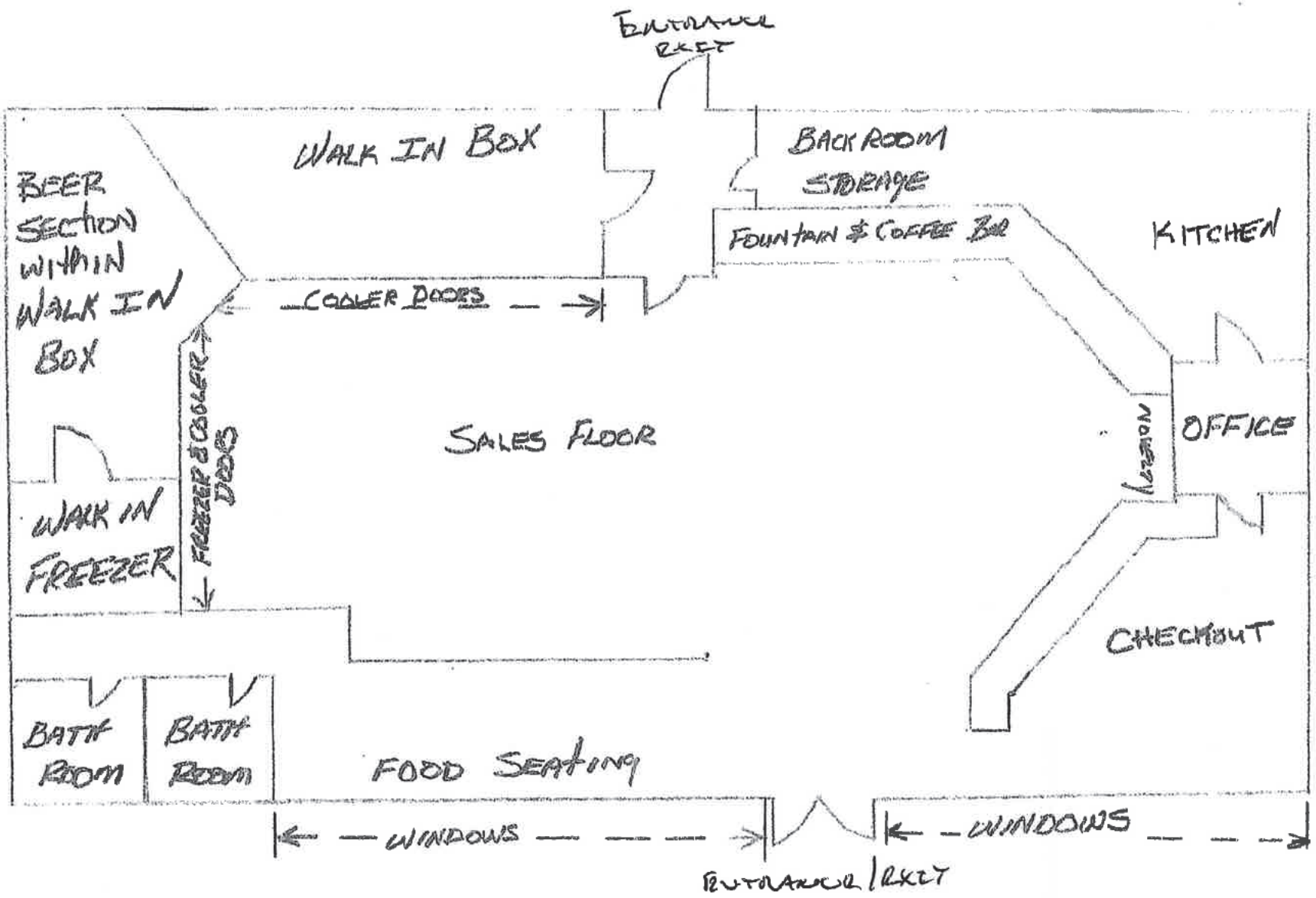
   ARIZONA FINANCIAL CREDIT UNION 333 N 44TH ST PHX AZ 85008
7) Are there walk-up or drive-through windows on the premises?
   No
8) Does the establishment have a patio?
   No
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

Southwest Convenience SPE LLC
Ownership Flow Chart

'25 FEB 21 PM 2:47 AZDLLC



QUIK MART #1301



LIQUOR STORE THROUGHOUT STORE

'25 FEB 21 PM 2:47 RECD

3003 SQ FT

*25 FEB 21 PM 2:47 AZDLLC

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	334019
Date Accepted:	2-21-2025
CSR:	Chaya

FP current 4-12-24

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: Repinski (Last) Jared (First) Michael (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 08 / 05 / 1998
6. Email address: jrepinski22@yahoo.com
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number:
2. Business Name (doing business as): LPT Quik Mart #1301
3. Business Address: 8685 N Silverbell Rd Tucson AZ 85743

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Scott Jeffrey Miller

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Jared Michael Repinski **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 1-31-2025

'25 FEB 21 PM 2:47 AZDLLC

ALIEN STATUS

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

Type or Print with Black Ink

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

APPLICANT NAME (Print or type) Jared Michael Repinski

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 Flint State Michigan **COUNTRY** United States

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

2) Name of document: Driver's License

If you answered **No**, you must complete Sections III.

Individuals requiring ADA accommodations please call (602) 542-2992

'25 FEB 21 PM 2:47 AZDLLC

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 Jan. 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.

SECTION III – QUALIFIED ALIEN DECLARATION

'25 FEB 21 PM 2:47 AZDLLC

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.
- ☐ . 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

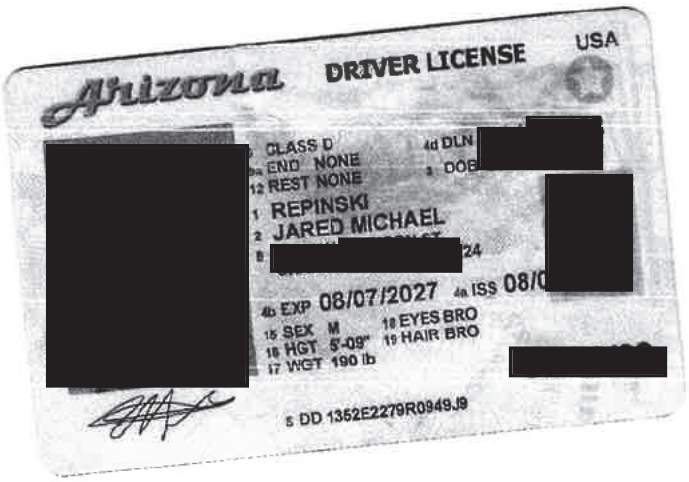
Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

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 *etseq.*];
13. A foreign national not physically present in the United States.
14. ***Otherwise Lawfully Present***
15. 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. §

Jared Michael Repinski		2-21-2025
Print Name	**Signature**	**Date**

'25 FEB 21 PM 2:47 AZDLLC



*25FEB21 PM 2:47 AZDLLC

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	334019
Date Accepted:	2-21-2025
CSR:	Cheryn

805-661

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Berg (Last) Robert (First) Scott (Middle)
2. Social Security #: [redacted] Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: Florida
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ___/___/___
6. Email address: Corvette4bob@gmail.com
7. Home Address: [redacted], Palm Beach, FL 33480
8. Daytime phone #: [redacted] Alternative phone #: ___

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: ___
2. Business Name (doing business as): LPT QuikTart #1301
3. Business Address: ~~449 Longhorn Trail, Weatherford, TX~~ 8685 N. Sierra Bella Rd Tucson AZ ~~76087~~ 85743

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

'25 FEB 21 PM 2:47 AZDLLC

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Scott JEFFREY Miller

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
   Yes ☐ No ☑

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Robert Scott Berg **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 2/4/25

'25 FEB 21 PM 2:55 AZDLLC

FINGERPRINT VERIFICATION FORM

DLLC USE ONLY

Job #:	334019
Date Accepted:	2-21-2025
CSR:	Clay

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

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 2/5/25	**Name of Applicant:** Robert Scott Berg
Name of Fingerprint Technician: William WATERFIELD	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: Palm Beach Police Dept	**Phone Number:** 561-838-5454
Type of Photo ID Provided (check one): ☑ Driver's License ☐ Passport ☐ Other (Please specify)	

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

'25 FEB 21 PM 2:47 AZDLLC

DLLC USE ONLY

Fee:	
Job #:	334019
Date Accepted:	2-21-2025
CSR:	Clayn

805-661

Personal Information Questionnaire

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A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Gandy Kevin Neil
   (Last) (First) (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: texas
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ___/___/___
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: ___

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: ___
2. Business Name (doing business as): ~~Southwest Convenience LLC~~ LPT Quik Mart #1301
3. Business Address: ~~449 Longhorn Trail, Weatherford, TX. 76087~~
   8685 N. Silverbell Rd Tucson AZ 85743

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

25 FEB 21 PM 2:48 AZDLLC

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Jeffrey Scott Miller

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☑

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Kevin Neil Gandy **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 01/28/2025

'25 FEB 21 PM 2:48 AZDLLC

Personal Information Questionnaire

Section 4, question 1

LPT Quik Mart #1301 8685 N Silverbell Rd Tucson AZ 85743 – License #010100017909

LPT Quik Mart #1302 3250 W Cortaro Farms Rd Tucson AZ 85742 – License #010100017923

LPT Quik Mart #1303 4611 N Flowing Wells Tucson AZ 85705 – License #010100017922

LPT Quik Mart #1304 900 Roger Rd Tucson AZ 85705 – License #010100017921

LPT Quik Mart #1305 1140 S 4th Ave Tucson AZ 85701 – License #010100017919 (cancelled)

LPT Quik Mart #1306 1898 S Mission Tucson AZ 85713 – License #010100017920

LPT Quik Mart #1307 2200 E Broadway Blvd Tucson AZ 85719 – License #010100017918

LPT Quik Mart #1308 8494 E Speedway Blvd Tucson AZ 85710 – License #010100017917

LPT Quik Mart #1309 7895 E Golf Links Rd Tucson AZ 85730 – License #010100017916

LPT Quik Mart #1310 3499 S Wilmot Tucson AZ 85730 – License #010100017915

LPT Quik Mart #1311 7667 E Escalante Tucson AZ 85730 – License #010100017914

LPT Quik Mart #1312 10265 E Irvington Tucson AZ 85730 – License #010100017913

LPT Quik Mart #1313 6301 S Park Tucson AZ 85706 – License #010100017911

LPT Quik Mart #1314 5642 S Alvernon Tucson AZ 85706 – License #010100017912

LPT Quik Mart #1315 4280 E Benson Hwy Tucson AZ 85706 – License #010100017924

LPT Quik Mart #1316 13142 E Colossal Cave Rd Vail AZ 85641 – License #09100278

LPT Quik Mart #1317 1250 E Ft Lowell Tucson AZ 85719 – License #010100017910

Kevin Neil Gandy



*25FEB21 PM 2:55 AZDLLC

FINGERPRINT VERIFICATION FORM

DLLC USE ONLY

Job #:	334019
Date Accepted:	2-21-2025
CSR:	Clay

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

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. Fill out the information in the boxes below. **Please print clearly**.

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 01/30/25	**Name of Applicant:** KEVIN NEIL GANOY
Name of Fingerprint Technician: NICHOLAS BERTUCCI	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: FRISCO POLICE DEPT.	**Phone Number:** (972) 292-6000
Type of Photo ID Provided (check one): ☒ Driver's License ☐ Passport ☐ Other (Please specify)	

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Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	334019
Date Accepted:	2-21-2025
CSR:	Clayn

805-661

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Bishov (Last) Brett (First) Laurance (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: CA
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ____/____/____
6. Email address: [redacted]
7. Home Address: [redacted] Encinitas, CA 92024
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): LPT QuikMart #1301
3. Business Address: ~~449 Longhorn Trail, Weatherford, TX 76087~~ 6685 N. Silverbell Rd Tucson AZ 85743

Marana Regular Council Meeting Agenda Packet - Amended 5/5/2025 @ 1:00PM
Individuals requiring ADA accommodations please call (602)542-2999
May 6, 2025

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: ~~Mr.~~ Jeffery Scott Miller

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Brett L. Aurance Bishov hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____ **Date:** 1/28/25

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FINGERPRINT VERIFICATION FORM

DLLC USE ONLY
Job#: 334019
Date Accepted: 2-21-2025
CSR: Clay

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

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly**.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date: 2/3/2025	**Name of Applicant:** Brett Laurance Bishop
Name of Fingerprint Technician: Angela Kerwin	
Fingerprint technician's Signature: Angela Kerwin	
Fingerprint technician's Agency/company Name: Del Mar Live Scan	**Phone Number:** 858-350-1274
Type of Photo ID Provided (check one): ☑ Driver's License ☐ Passport ☐ Other (Please specify)	

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

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DLLC USE ONLY	
Fee:	
Job #:	534019
Date Accepted:	2-21-2025
CSR:	Clay

805-661

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☐ CONTROLLING PERSON ☑ MANAGER

1. Name: Miller (Last) Scott (First) Jeffrey (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: ARIZONA
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 01/01/1989
6. Email address: [redacted]
7. Home Address: [redacted], Red Rock, AZ 85145
8. Daytime phone #: [redacted] Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): CPT QuikMart #1301
3. Business Address: 8685 N. Silverbell Rd, Tucson, 85743

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SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Jeffrey Scott Miller

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Scott Jeffrey Miller **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 01/28/2025

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FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job#:	334019
Date Accepted:	2-21-2025
CSR:	Clay

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly**.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date: 1-28-2025	**Name of Applicant:** Scott Miller
Name of Fingerprint Technician: Mary Schach	
Fingerprint technician's Signature: Mary Schach	
Fingerprint technician's Agency/company Name: Arizona Livescan	**Phone Number:** 520-338-2800

Type of Photo ID Provided (check one):

☒ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**

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Certificate # 1ig6ai-k5cc44g

- ☐ On-sale
- ☒ Off-sale
- ☐ On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** 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.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT 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. Licensees 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 two years after the training completion date.

Student Information

Scott Miller
Full Name (please print)

Signature

Jan 29, 2025
Training Completion Date

Jan 29, 2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AboveTraining.com
Company Name

711 Timpanogos Pkwy M Ste 3100, Orem UT
Mailing Address

801-494-1416
Daytime Contact Phone Number

I, Kathryn Heil, certify that the above named individual did successfully complete
Instructor Name (please print)
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).*

Instructor Signature

Jan 29, 2025
Mo Day 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

Certificate # ON-LINE

Certificate of Completion

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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 at 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

Scott Jeffrey Miller

Full Name (please print)

Signature

01/29/2025
Training Completion Date

01/29/2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

US Liquor Laws

Company Name

P.O. Box 6965 Chandler, Arizona 85246

Mailing Address

(480) 709-8900

Daytime Contact Phone Number

I, Jared Repinski, 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).

Instructor Signature

01 / 29 / 2025
Month Date 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

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MANAGEMENT AGREEMENT

BETWEEN

Southwest Convenience SPE LLC and

L.P.T. Retail Management Services LLC
449 Longhorn Trail

Weatherford, TX 76087

This Management Agreement (this "**Agreement**") is made and entered into as of October 22, 2021 (the "**Effective Date**"), by and between Southwest Convenience SPE LLC ("**Client**" and together with any assignee of Client hereinafter "**Owner**") and L.P.T. Retail Management Services LLC (hereinafter "**LPT**").

WITNESSETH:

WHEREAS, Owner owns, controls, or leases one or more retail sites and desires that such site or sites be open and operated as a convenience store, truck stop, travel center, car wash, or QSR site; and,

WHEREAS, LPT has developed and provides site management services for companies in the retail sector on a global basis; and,

WHEREAS, Owner wishes to engage LPT as the operator of one or more sites (collectively, the "**Properties**").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the mutual receipt of which is acknowledged, the parties agree to be bound by the following Agreement.

DEFINITIONS

In addition to other terms defined elsewhere in this agreement, the following are definitions of terms used herein:

"Claims" shall mean all claims, requests, accusations, allegations, assertions, complaints, petitions, demands, suits, actions, proceedings, and causes of action of every kind and description.

" LPT's Conduct" shall mean any negligence, gross negligence or gross misconduct of LPT, its employees, agents, representatives, or subcontractors, arising out of:

(i) Performance, or failure to perform, under this Agreement;
(ii) Breach of this Agreement; or
(iii) Violation of any laws.

"LPT Defended Claim(s)" shall mean all Claims against Owner that allege that Damage was caused by, arises out of, or was contributed to, in whole or in part, by LPT's Conduct.

"Damages" shall mean injuries, wound, wrong, hurt, harm, fees, damages, costs, expenses, outlays, expenditures or losses of any and every nature, including, but not limited to:

(i) injury or damage to any property or right,
(ii) injury, damage or death to any person or entity
(iii) attorneys fees, witness fees, expert witness fees and expenses, and
(iv) all other costs and expenses litigation.

"Defender" shall mean the Party from whom a defense and/or indemnification of a Claim is sought by another party pursuant to this Agreement.

"Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial or other private or governmental or regulatory action at any time threatened, instituted, or completed pursuant to any applicable Environmental Law, against Owner or against or with respect to the Properties or any condition, use or activity on the Property (including any such action against LPT), and any claim at any time threatened or made by any person against Owner or against or with respect to the Property or any condition, use or activity on the Property (including any such action against LPT), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Materials or any Environmental Law.

"Environmental Damages" means all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), causes of action, judgments, penalties, fines, costs and expenses (including fees, costs and expenses of attorneys, consultants, contractors, experts and laboratories), of any kind or character, contingent or otherwise, matured or unmatured, known or unknown, foreseeable and unforeseeable, made, incurred, suffered, brought, or imposed at any time and from time to time, whether before or after the Effective Date of this agreement and arising in whole or in part from:

a) the presence of any Hazardous Materials on the Properties, or any escape, seepage, leakage, spillage, emission, release, discharge or disposal of any Hazardous Materials on or from the Properties, or the migration or release or threatened migration or release of any Hazardous Materials to, from, or through the Properties; or

b) any act, omission, event or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, cleanup, transport or

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disposal of any Hazardous Material which is first present on the Properties on or after the Effective Date of this agreement; or

c) any violation of any Environmental Law, regardless of whether any act, omission, event or circumstance giving rise to the violation constituted a violation at the time of the occurrence or inception of such act, omission, event or circumstance; and regardless of whether such violation occurred on or after the Effective Date of this agreement; or

d) any Environmental Claim, or the filing or imposition of any environmental lien against the Property, because of, resulting from, in connection with, or arising out of any of the matters referred to in subparagraphs (a) through (c).

"Environmental Law" means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Materials, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et. seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; and any other state or federal environmental statutes, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Hazardous Materials" means any substance, whether solid, liquid, or gaseous which is listed, defined, or regulated as a "hazardous substance", "hazardous waste" or "solid waste", or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause a contamination or nuisance on the Properties or on any adjacent property or a hazard to the environment or to the health or safety of persons on the Properties.

"On or **"on"**, when used with respect to the Properties or any properties adjacent to the Properties, means, "on, in, under, above or about".

"Owner's Conduct" shall mean any negligence, gross negligence or gross misconduct of Owner, its employees, agents, representatives, or subcontractors, arising out of:

(i) Performance, or failure to perform, under this Agreement;
(ii) Breach of this Agreement;
(iii) Violation of any law;
(iv) Any LPT action taken or restrained at Owner's request;
(v) Any defect located on the Property whether inherent or constructed, or

(vi) Any Environmental Damages or liability on, or adjacent to, the Properties unless it is Proven to be due to, or resulting from, the negligence, gross negligence, or willful misconduct of LPT, its employees, officers, agents or contractors. This includes all Claims for alleged spills, leaks or other discharge, onto or into, the Properties of any hazardous materials, including but not limited to gasoline and/or gasoline constituents, or the violation of any other Environmental Law.

"Owner Defended Claims" shall mean all Claims against LPT which allege that Damage was caused by, arises out or, or was contributed to, in whole or in part, by Owner's Conduct.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a Claim adjudging an entity or person liable for a monetary judgment.

"Target" shall mean a party to this Agreement against whom a Claim is asserted that for which that Party seeks a defense and/or indemnification from another Party to this Agreement.

ARTICLE I

AGREEMENT

On the Effective Date, Owner hereby engages and hires LPT, and LPT hereby assumes and accepts the obligation, to manage and operate the Properties during the term set forth below upon the terms, conditions and provisions hereinafter set forth.

ARTICLE II

TERM OF AGREEMENT

2.1 TERM OF AGREEMENT. The term of this Agreement shall commence on the Effective Date and continue for 3 years and shall be self-renewing thereafter on the anniversary thereof.

2.2 TERMINATION OF AGREEMENT.

(a) TERMINATION BY OWNER. Owner may terminate the operation of a Property by LPT according to the provisions of Art. 2.4 below with thirty (30) days written notice.

(b) TERMINATION BY LPT. In the event of any of the following conditions, LPT shall have the right to terminate this Agreement: (i) Owner shall fail to keep any covenant, term or provision of this Agreement, and such default shall continue for a period of thirty (30) days after written notice thereof by LPT, (ii) Owner fails to maintain a minimum bank balance mutually agreed upon by Owner and LPT ("Minimum balance") to operate in ordinary course, (iii) one or more of the Properties are damaged or destroyed by fire or casualty and Owner shall fail to undertake to repair, restore, rebuild or replace any such damage or destruction within ninety days after receipt of insurance proceeds therefore, if such loss was insured, or within ninety days after

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such fire or other casualty if such loss was not insured, or (iv) Owner shall be dismissed or replaced as Owner of the Properties. Notwithstanding the foregoing any termination by LPT related to (iii) or (iv) above would be solely related to the specific Property or Properties, but LPT would be required to continue management on the unaffected Properties. The election by LPT to continue in spite of any of the aforementioned circumstances shall not preclude it from subsequently terminating this Agreement for the same reason at a later date, upon notice as called for above, and only in the event such condition remains uncured.

(c) TERMINATION FOR MATERIAL BREACH. This Agreement may also be terminated for material breach by either party provided that Owner may not seek to terminate the Agreement for material breach (except in the case of commingling of funds, improper financial reporting or fraud committed by LPT, for which no notice and cure period shall be afforded to LPT) unless Owner has first given written notice to LPT, setting forth with specificity the claimed breach(es) and LPT fails to cure the same within ten (10) days (or such longer period, not to exceed an additional twenty (20) days, if necessary under the circumstances).

(d) TERMINATION UPON SALE. Notwithstanding anything herein to the contrary, this Agreement shall terminate upon the sale and transfer of title to any one Property (in which case such termination shall be limited to only the particular Property sold) or all of the Properties (in which case such termination shall be a full termination) by Owner.

2.3 INCLUSION OF PROPERTIES UNDER THIS AGREEMENT. For each Property or group of Properties to be operated by LPT under the terms of this Agreement, Owner shall fully execute an appointment letter ("the Appointment Letter") substantially in the form of Exhibit A attached hereto. The Appointment Letter shall specify the location of the Property or Properties to be included in this Agreement and specify the date for LPT to begin operations at the Property or Properties. Upon receiving the Appointment Letter LPT will endeavor to have all required permits, licenses, and certifications in place as of the date provided in the Appointment Letter. It is understood, however, that the governmental agencies involved with the issuing of such permits, licenses, and certifications often have variable time periods for processing such items. If any permits, licenses, or certifications have not been issued by the date indicated in the Appointment Letter LPT will not be liable for any loss of business due to such delays. In such instances that parts of the business conducted at the location may legally proceed without all permits, licenses, and certifications being issued the Owner will be responsible for making the decision as to whether LPT should begin conducting business at the location or should wait for the issuance of all permits, licenses, and certifications. If a delay occurs due to the reasons outlined in this paragraph Owner will not be liable for the penalty referred to in section 4.1(a)(ii).

2.4 REMOVAL OF PROPERTIES FROM THIS AGREEMENT. Owner may elect to utilize a Property for an alternative use or sell, at any time, remove one or more or all of the Properties from this Agreement for the purpose of selling or closing them, upon giving LPT thirty (30) days written notice. The notice shall specify the location of the Property or Properties to be removed and the date of removal. Upon notice, LPT shall cooperate fully to transition the

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Property to a successor including, but not limited to, transferring all operating licenses and permits to the successor, where permitted by law.

ARTICLE III

SERVICES TO BE PERFORMED BY LPT

3.1 MANAGEMENT AND OPERATION OF THE PROPERTIES. LPT shall have the sole and exclusive right and obligation to supervise, manage, and direct all operations of the Properties, and to determine and establish all policies regarding the maintenance, operation, and marketing thereof. LPT shall perform all the services and duties necessary to the careful and efficient operation of the Properties including, but not limited, to each of the specific obligations set forth in this Article.

3.2 CONCESSIONS. LPT shall, in its own name but on behalf of the Owner and subject to the prior written approval of the Owner as provided for in Article 3.14, arrange for and enter into agreements with concessionaires, licensees, vendors, tenants and all other intended users and independent contractors doing business with the Properties.

3.3 OPERATING SUPPLIES. LPT shall, on behalf and at the expense of the Owner and with prior written approval of Owner as provided for in Article 3.14, purchase and maintain sufficient inventories of all items used in the operation of the Properties, including but not limited to: retail inventory, cleaning supplies, paper products, maintenance supplies and other similar items.

3.4 MAINTENANCE AND REPAIRS. LPT shall, on behalf and at the expense of Owner and subject to the prior written approval of Owner as provided for in Article 3.14, make, install, or cause to be made or installed, all needed repairs, decorations, renewals, additions, alterations, refurbishing, replacements and improvements in or to the Properties.

3.5 UTILITIES. LPT shall, on behalf and at the expense of the Owner and subject to the prior written approval of Owner as provided for in Article 3.14, provide for the furnishing to the Properties of all electricity, gas, water, telephone, trash removal, pest control and other utilities and services normally provided in connection with the operation of similar Properties. Any utility contracts executed by LPT must be cancellable upon thirty days' (or less) notice unless specifically approved by Owner.

3.6 LICENSES, PERMITS, DUES, MEMBERSHIPS, SUBSCRIPTIONS. LPT shall take out and/or maintain, at the expense of Owner, all licenses, permits, subscriptions and memberships required of Owner in connection with the management and operation of the Properties. Owner agrees to execute and deliver any and all required documents, and to otherwise cooperate with LPT in applying for, obtaining and maintaining such memberships, licenses, permits and subscriptions.

3.7 INSURANCE. LPT will obtain and maintain in force during the term of this Agreement, the insurance policies identified below. Owner shall fully cooperate with LPT's efforts to obtain insurance coverage and shall furnish all necessary data and execute all necessary documents. Such insurance can include, without limitation:

(a) commercial general liability to include products & liquor liability with limits of $1,000,000 CSL per occurrence $1,000,000 for personal and advertising injury, $2,000,000 products/completed operations aggregate and $2,000,000 general aggregate of all LPT and affiliated companies claims;

(b) Worker's compensation with statutory limits and employer's liability with limits of $500,000 each accident, $500,000 disease-policy limit, and $500,000 disease-each employee; and

(c) Non-owned and hired automobile liability with limits of $1,000,000.

(d) Owner shall be responsible for the expense of these policies, including any deductibles and/or self-insured retentions.

(e) The above listed limits, where mentioned, are recommended minimums. Owner is encouraged to consider its own insurance requirements and obtain separate additional coverage and/or higher limits when, in Owner's sole opinion, it is deemed necessary.

(f) LPT will obtain and maintain at the expense of Owner (including any deductibles and/or self-insured retentions), insurance policies providing Fire and Comprehensive Property coverage, underground storage tank liability coverage in addition to third-party pollution coverage.

LPT will provide Owner with a Certificate of Insurance indicating the coverages in force and effect. Insurance carriers of sound financial responsibility and good reputation shall issue all insurance policies with an AM Best rating satisfactory to Owner. All of the foregoing insurance policies carried on behalf of the Properties shall identify LPT as named insured and shall also name Owner as additional insured with no less than 14 days written notice of any cancellation, non-renewal or material modification of any of the aforementioned insurance policies.

3.8 LEGAL ACTIONS. LPT shall, at Owner's expense and subject to the prior written approval of Owner, in its own name or in the name of the Owner or the Properties, institute any and all legal actions or proceedings necessary to collect rents, charges and other obligations payable to LPT, Owner or Properties and arising from the operation of the Properties.

3.9 ACCOUNTING AND BOOKKEEPING.

(a) LPT shall maintain all records and reports traditionally kept by similar retail businesses, including, but not limited to, bank deposit information and employee time records. LPT will also maintain a detailed and balanced record of cash receipts and disbursements, and deliver a monthly recap of such receipts and disbursements to Owner, in form and substance

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acceptable to the Owner, and at the request of Owner, furnish any further itemization or detail of such monthly recaps.

(b) LPT shall utilize a third party computer based accounting system for each of the Properties.

(c) LPT will invoice Owner for the actual costs incurred for all tax filings, permit applications, or any other paperwork submission required for the operation of the Properties.

3.10 FINANCIAL STATEMENTS.

(a) MONTHLY OPERATING STATEMENTS. LPT shall, no later than thirty days following the end of each calendar month, deliver or cause to be delivered to Owner a profit and loss statement showing the results of operation of the Properties for the preceding month and year to date. Such profit and loss statement shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the period reflected thereon and LPT, at the request of Owner, shall provide all information necessary to itemize any line of such profit and loss statement.

(b) OTHER STATEMENTS AND REPORTS. LPT shall, at Owner's expense, and at such times and in such form as Owner may reasonably request, deliver or cause to be delivered to Owner other statements or reports regarding the operation of the Properties. Such additional reports may result in additional fees to Owner, such fees to be agreed in advance.

3.11 BUDGETS AND FINANCIAL PLANNING. LPT shall assist Owner in the preparation of budgets and financial plans for the upcoming year.

(a) SITE OPERATION BUDGET. Owner and LPT shall agree to a budget for the management and operation of the Properties. LPT shall be responsible for meeting the terms and amounts for the operating budget at each Property. LPT shall be responsible for any costs in excess of the budget absent prior approval by Owner. If LPT operates the Property for less than the budgeted amount, the savings will pass to Owner as part of the cash flow of the operation of the Property.

The base monthly operating budget will be previous year same month actual numbers.

(b) REPAIRS AND MAINTENANCE BUDGET. LPT shall submit written budget proposals for anticipated expenses for extraordinary repairs and maintenance, purchase of operating equipment and supplies, alterations, refurbishing, replacement of furnishings and fixtures, and other items. Such estimates and proposals, as approved by Owner from time to time, shall be known collectively as the "Capital Improvements Budget". All expenditures incurred under the provisions of this section shall be in addition to the Site Operations Budget.

(c) RETAIL PRICING STRATEGY. Owner and LPT shall agree to a retail pricing strategy for all retail items and services. LPT's obligations will be to carry out the agreed strategies and to report the results to Owner. LPT will, from time to time, offer pricing strategies in line with industry standards and using LPT's industry experience. By offering such pricing strategies LPT

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does not guarantee or warrant the profitability of the retail business at the Property or Properties or the success of the retail program.

For clarity, all profits and/or losses derived from the operation of the Property due to LPT's operation under the terms of this Agreement (with the exception of any Site Operations Budget excess as mentioned in Article 3.11(a)) are the property or responsibility of Owner. LPT is an agent of Owner managing the Property on Owner's behalf.

3.12 INSPECTION BY OWNER. LPT shall permit Owner, its accountants, attorneys and agents to enter upon any part of the Properties at any time, for any purpose which Owner, in its discretion, shall deem necessary or advisable. Books and records of the Properties may be kept at the Properties or at the offices of LPT or such other location as both parties may mutually agree upon from time to time.

LPT shall permit Owner, its accountants, attorneys and agents to enter its offices or where the Property records are kept at any time for the purpose of examining the books and records relating specifically to any Property covered by this Agreement.

3.13 LIMITS OF AUTHORITY. LPT shall provide Owner with an estimated operating budget for each calendar year forecasting the projected expenses and outgoings for the sites. LPT will also follow the pre-approved Capital Improvement Budget. LPT will have the authority to make all day to day decisions in regards to each site and personnel. LPT will have the authority to approve all contracts, purchases, and authorizations, at its sole discretion, for any and all items and/or activities within the scope of the Operating Budget and Capital Improvement Budget. Any extraordinary items will require the pre-approval of Owner.

3.14 OTHER ACTS. LPT shall, at Owner's expense and subject to the prior written approval of Owner, perform such other acts in and about the Properties as may be appropriate or necessary to the profitable and efficient operation of the Properties.

ARTICLE IV
PAYMENT BY OWNER

4.1 FEES.

(a)(i) LPT will, with Owner's knowledge and prior written consent, incur initial costs and expenses necessary to contact vendors, open bank accounts, set up accounting functions, and hire employees. Within 1 business day of the site takeover, Owner shall pay a Takeover Fee as outlined in Exhibit B per Property to LPT for such initial start-up (which start-up shall include a physical inventory count). The expenses incurred will be billed based on actual costs for transportation and per diems for meals and lodging (using US DOD per diems in effect at the time as published athttps://secureapp2.hqda.pentagon.mil/perdiem/).

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(ii) If Owner provides LPT with notice of Takeover as outlined in Article 2.3 but cancels the Takeover notice prior to the actual Takeover of the Properties by LPT, Owner will be responsible for all Takeover Fees.

(b) SITE OPERATIONS FEE. As compensation for the services to be rendered by LPT under the terms of this Agreement, and in addition to any payments by Owner to LPT for expenses as herein provided, Owner agrees to pay to LPT a Site Operations Fee in accordance with the Site Operations Fee Schedule as listed in Exhibit B. Except as specifically set forth herein, no outlay or expense of the Properties is to be deducted from, charged against or paid by LPT out of its Site Operations Fee.

(c) TERMINATION FEE. None.

(d) PROJECT MANAGEMENT FEE (optional). At Owner's request, LPT may act as the Project Manager for any construction, demolition, improvement, or rehabilitation work done at a Site. In the event work in excess of $10,000 at a specific Property is performed and LPT is requested by Owner to act as Project Manager, LPT can plan, solicit bids and supervise the work for a fee of 10% of the cost of the rehabilitation work ("Project Management Fee"). All bids will be subject to Owner's approval and Owner may elect to obtain bids or engage contractors itself. No Project Management Fee shall be charged for ordinary repairs and maintenance, or minor upgrades under $10,000 at a specific Property as these are carried out as part of LPT's ongoing management responsibilities. LPT can also act as a consultant for this work and the agreed upon fee between LPT and Owner.

4.2 EXPENSES.

(a) MANAGEMENT EXPENSES. Owner shall reimburse LPT for all reasonable and necessary travel expenses incurred by LPT on behalf of or for the benefit of the Properties and subject to receipt by Owner of detailed authentication and documentation for such expenses satisfactory to Owner. Such amounts are exclusive of any Site Management Fees. LPT warrants that (i) all lodging and meal expense budgets will be subject to Owner's prior approval; (ii) company and personal car mileage, rental cars, airlines, taxis and shuttle services will be used with discretion and selected so as to minimize expenses. The expenses incurred will be billed based on actual costs for transportation and per diems for meals and lodging (using US DOD per diems in effect at the time as published at https://secureapp2.hqda.pentagon.mil/perdiem/). Management labor expenses are included in the Site Operation Fee.

(b) LABOR EXPENSES. Owner shall reimburse LPT for all expenses incurred through the staffing of the Properties, including workers compensation insurance. Reference to staff shall only include those individuals who are employed full or part time in the operation of specific Properties and does not include LPT supervisory staff or general office personnel (whose costs are included in the Site Operation Fee). The staff expenses shall include, but are not limited to, hourly and salary payroll, bonus programs, local, state, and federal taxes (as applicable), and standard health care and employee benefits. In no event shall any employee hired by LPT be considered to be an employee of Owner.

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(c) WORKING CAPITAL. Owner shall provide initial working capital sufficient to establish and maintain inventories of all operating supplies and retail inventory and shall further provide and maintain working capital sufficient at all times to assure the uninterrupted and efficient operation of the Properties, including, but not limited to, sufficient funds to pay current liabilities as they come due and to replace necessary operating supplies and retail inventory as they are consumed and cover any operating losses at the Property. Such working capital shall at all times be the property of Owner. As necessary from time to time, LPT shall retain from the operating cash flow of the Properties such amounts necessary to replenish and maintain an appropriate working capital balance. If such working capital amount should prove to be insufficient for the operation of the Properties, as demonstrated to Owner's reasonable satisfaction, Owner shall provide such additional working capital as LPT shall reasonably request.

LPT shall provide an Open Account to Owner on a regular basis tracking all cash amounts related to the Properties. If, at any time, there is a positive amount due to Owner in the Open Account in excess of anticipated working capital needs (at LPT's sole discretion) the excess will be returned to Owner at Owner's written request. In all circumstances, excess cash flow will be returned to the Owner within ninety (90) days of the removal of the Properties from this Agreement.

If, at any time, there are insufficient funds in the designated bank accounts to pay any outstanding account payables that become due or if the balance of the designated bank accounts fall below the Minimum Balance Art. 2.2(b), LPT may either:

(i) terminate this Agreement with ten days written notice to Owner or

(ii) sell off existing inventory to satisfy the existing cash needs

If this Agreement is terminated under the provisions of Art. 4.2(c)(i) or Art. 4.2(c)(ii) in reference to any or all Properties covered by this Agreement, Owner will pay LPT all fees and expenses provided for under Article 4 pro-rated to the day of termination. For clarity, Owner will be responsible for all fees and expenses of LPT incurred to the date of termination.

4.3 PAYMENT.

(a) Site Operation Fee. The Site Operation Fee, shall be paid to LPT on a weekly basis by LPT invoicing and paying the fees out of the general operating account.

(b) Travel Expenses. All Travel expenses will be paid to LPT by LPT invoicing and paying the fees out of the general operating account.

(c) Start-Up Fee. The Start Up Fee will be paid to LPT by LPT invoicing and paying the fees out of the general operating account.

4.4 INVENTORIES. No later than five (5) days prior to LPT's scheduled takeover of a Property, Owner and LPT shall, by mutual agreement, determine an appropriate minimum level and mix of convenience store merchandise inventory for the Property. If, as of that date, the Property does not contain the agreed inventory level or does not correspond to the desired product mix, then Owner shall, at its expense, stock the Property to attain the agreed level and mix

including the disposal of any out of date product and the removal of any existing product that does not correspond to the agreed mix. Should the parties fail to reach an agreement on an appropriate minimum inventory level and mix within the specific time frame, then the Owner's determination of an appropriate minimum inventory level and mix shall prevail. If the Owner sells the inventory at the Property or Properties to a third party, Owner will have the third party buyer pay LPT directly for the inventory sold for the benefit of the Owner's account. LPT will deduct from the purchase amount any outstanding balance due to LPT by Owner and shall remit any excess amounts to Owner within 60 days of receiving payment.

4.5 EQUIPMENT

(a) At the direction of LPT, Owner shall be responsible for the provision of computer hardware as reasonably requested by LPT in order for LPT to utilize its designated accounting software system. At the time of the site takeover, LPT will provide computer equipment for each Property if a useable computer hardware is not available. Owner will be charged actual cost of the hardware and software per site. Ownership of the computer equipment and software will remain with Owner.

(b) Security equipment.

(1) Each Site shall have functioning security equipment. The amount and specifications of such equipment will be agreed between Owner and LPT and, at a minimum, will include five color CCTV cameras, a digital video recorder, all wiring and communications necessary for the operation of the cameras and recorder, a time lock safe, and external alarm system.

(2) Owner owned equipment. On-going maintenance and repair of the equipment will be provided for in the Repairs and Maintenance Budget (Art 3.11(b)).

(3) Owner does not own equipment. At those Properties where there is no Owner owned security equipment installed at a Property, Owner shall reimburse LPT for actual costs of up to $2500 per Property for the purchase and installation of security equipment at the site separate and above the Site Operations Budget. On-going maintenance and repair of the equipment will be provided for in the Repairs and Maintenance Budget (Art 3.11(b)). The security equipment will remain the property of Owner at the termination of operations by LPT.

(c) Internet connection. LPT will work with Owner to determine the best method for providing internet access. Such access may include satellite, ISDN lines, cable, cellular, wireless, or any other method meeting LPT specifications. The purchase and installation of high speed internet access and equipment at the Properties will be separate and above the Site Operations Budget. On-going maintenance and repair of the equipment will be provided for in the

Repairs and Maintenance Budget (Art 3.11(b)). The internet connection and equipment will remain the property of Owner at the termination of operations by LPT.

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ARTICLE V

GENERAL CONDITIONS AND TERMS

5.1 DEFENSES AND INDEMNIFICATION.

(a) Pre-contract Claims. Owner shall remain solely responsible for the defense of, and shall have all liability for, all litigation, Claims and Damages that are related to or resulting from Claims pending against Owner on the Effective Date of this Agreement, or arising thereafter from occurrences prior to the Effective Date of this Agreement.

(b) Defense of claims alleged against Owner.

(i) Notwithstanding the provisions of any insurance policy obtained under this Agreement, and subject to the terms and conditions of this Article, LPT shall provide a defense for Owner, and their respective agents and employees from all LPT Defended Claims.

(ii) LPT's obligation to provide a defense pursuant to this Article shall not extend to any portion of any Claim or any portion of any Damage, which is alleged to have arisen from, or alleged to have been caused, in whole or in part, by any of Owner's Conduct.

(iii) Any provisions or limits of insurance set forth in this Agreement hereunder, or provided by LPT, shall not limit LPT's liability pursuant to this Article.

(c) Indemnification of Claims Proven against Owner.

(i) LPT shall indemnify Owner, and their respective agents and employees from any judgment arising from any LPT Defended Claims, which are Proven against Owner.

(ii) LPT's obligations to indemnify Owner pursuant to this Article shall not extend to any portion of any Claim, that is Proven to have arisen from, or Proven to have been caused, in whole or in part, by any of Owner's Conduct. Any provisions or limits of insurance set forth in this Agreement, shall not limit LPT's liability pursuant to this Article. LPT shall fully pay any judgment it is obligated to pay hereunder, within 21 days of said judgment becoming a final and unappealable judgment.

(d) Defense of claims alleged against LPT.

(i) Subject to the terms and conditions of this Article, Owner, to the extent permitted by law, shall defend LPT from Owner Defended Claims. The obligation of Owner to defend LPT pursuant to this Article shall not extend to any portion of any Claim alleged to have arisen from, or alleged to have been caused, in whole or in part, by LPT's Conduct. Any provisions or limits

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of insurance set forth in this or any other Agreement, shall not limit Owner's liability pursuant to this Section.

(ii) Owner's obligation to provide a defense pursuant to this Article shall not extend to any portion of any Claim or any portion of any Damage, which is alleged to have arisen from, or alleged to have been caused, in whole or in part, by any of LPT's Conduct. Any provisions or limits of insurance set forth in this Agreement hereunder, or provided Owner, shall not limit Owner's liability pursuant to this Article.

(e) Indemnification of Claims Proven against LPT.

(i) Owner shall indemnify LPT, and its agents, officials and employees from any judgment arising from any Owner Defended Claims, which are Proven against LPT.

(ii) Owner's obligations to indemnify LPT pursuant to this Article shall not extend to any portion of any Claim, that is Proven to have arisen from, or Proven to have been caused, in whole or in part, by any of LPT's Conduct. Any provisions or limits of insurance available to Owner regarding the indemnification hereunder, shall not limit Owner's liability pursuant to this Article. Owner shall fully pay any judgment it is obligated to pay hereunder, within 21 days of said judgment becoming a final and unappealable judgment.

(f) Extension of Indemnification

Both parties intend and understand that the aforesaid agreements to defend and indemnify each other are to be inclusive of, but not limited to, any claims under any statute, including CERCLA, or based upon any theory of strict liability, negligence, breach of warranty, or any other theory of liability.

(g) No waiver of defenses.

None of the Parties hereto shall waive, release, or otherwise forfeit any possible defense that either of them may have without the consent of the other Party relative to any Claim for which either Party may be obligated to provide a defense or indemnification hereunder. Both Parties shall preserve all such available defenses and cooperate with the other Party to make such defenses available for each other's benefit to the maximum extent allowed by law.

(h) Notice of Claims.

Any Party that seeks indemnification or a defense under this Agreement (a "Target") shall notify the Party from whom the Target will seek a defense or indemnification of a Claim (the "Defender") under this Agreement. The Defender shall have the right to assume the defense of said Claim pursuant to the provisions hereof, unless:

(i) such Claim may result in a criminal proceeding against the Target,

(ii) such Claim may result in liabilities which would not be fully indemnified hereunder, or

(iii) in response to a petition by the Target, a court of competent jurisdiction rules that the

Defender failed or is failing to vigorously prosecute or defend such Claim.

(i) Refusal or Failure to Defend.

Any Party may refuse to provide a defense hereunder, if such refusing Party reasonably believes that the Claim, for which a defense is sought, is not required to be defended pursuant to the terms of this Agreement, and a refusal to defend under such circumstances shall not be a material breach of this Agreement. However, if the Target shall be required by a final judgment to pay any amount in respect of any obligation or liability against which the Defender is required to indemnify under this Agreement, the Defender shall promptly reimburse the Target in an amount equal to the amount of such payment. The Defender, who fails to provide a defense required by this Agreement, without any further action required by any Party, hereby intentionally relinquishes and waives any and all rights of every nature to dispute, defend against or contest, in any manner, (including but not limited to the waiver of every defense of every nature) the claim of the Target regarding the amount of, reasonableness of, necessity for or the Defender's obligation to pay, the costs, fees and expenses, and other Damages incurred by the Target in defending the Claim for which a defense required by this Agreement was refused by the Defender.

(j) Providing, and Assisting with, the Defense.

The Defender shall provide a defense with qualified counsel that is selected by the Defender, and such counsel shall be deemed to have been approved by the Target, without further action by said party, unless the Target establishes:

(i) a substantive and material conflict of interest with such counsel; or

(ii) a fair and substantial cause or reason to withhold such approval, such as the incompetence or significant inexperience of such counsel.

The Defender hereunder shall not settle or compromise any claim or cause of action without the consent of the Target, but such consent shall not be unreasonably withheld. Likewise, the Target, shall not settle or compromise any such claim or cause of action without the consent of the Defender, but such consent shall not be unreasonably withheld. The Target shall cooperate in such defenses and shall make reasonably available all records, witnesses, evidence and other tangible items, in the possession, custody or control of the Target, deemed relevant by the Defender. The Target shall also take all such other action, and sign such documents, as the Defender shall deem to be reasonably necessary to defend such Claims in a timely manner.

(k) Division of Fees.

Counsel retained hereunder for the defense of a Target shall be instructed by the Defender to regularly estimate in good faith the portions of all costs, fees and expenses of such defense that relate directly to LPT Defended Claims and Owner Defended Claims. All fees of such defense counsel shall be allocated between LPT Defended Claims and Owner Defended Claims. Said report shall be provided in an accounting which shall be made available to the Target(s) and Defender(s), and such accounting shall be irrevocably binding on the Target(s) and the Defender(s). Owner shall reimburse LPT for the costs, fees and expenses paid by LPT to such defense counsel relating directly to the defense of Owner Defended Claims. LPT shall reimburse

Owner for the costs, fees and expenses paid by Owner to such defense counsel that are directly related to the defense of LPT Defended Claims. The Target agrees to fully pay such reimbursements within 30 days after receipt of any such accounting by defense counsel described herein.

THE PROVISIONS OF THIS ARTICLE SURVIVE TERMINATION OF THIS AGREEMENT.

5.2 NOTICES. For the purpose of giving notice, any reference to "day" shall mean a business day (Monday through Friday) and will not include holidays. Generally speaking, any notice by either party to the other shall be in writing and shall be given and be deemed to be duly given, if either personally delivered or mailed by overnight courier or in a registered or certified postpaid envelope addressed as follows:

Owner: Client
109 N. Acacia Ave.
Solana Beach, CA 92075
Attn: Brett Bishov
Phone: 858-299-4269
Email: brett@capitalinsightllc.com

LPT: L.P.T. Retail Management Services LLC
449 Longhorn Trail
Weatherford, Texas 76087
Attn: Kevin Gandy
Phone: _____
Email: kgandy@lptservices.com

Either party may at any time change its address for purposes of this section by giving written notice of such change to the other party in the manner herein before provided.

In addition, notice may be provided by email to the appropriate party with proof of receipt either by confirmation by return email or electronic receipt acknowledgement.

5.3 NO PARTNERSHIP OR JOINT VENTURE. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Owner and LPT or their respective heirs, successors or assigns.

5.4 MODIFICATIONS AND CHANGES. This Agreement cannot be changed or modified except by another Agreement in writing signed by the party sought to be charged therewith or by its duly authorized agent.

5.5 UNDERSTANDINGS AND AGREEMENTS. This Agreement constitutes all of the understandings and agreements of whatsoever kind or nature existing between the parties with respect to the management of the Properties. Neither LPT nor the Owner makes any

guarantees, warranties or representations that there will be profits or gross income or that there will not be losses from the operation of the Properties.

5.6 HEADINGS. The article and section headings contained herein are for convenience and reference only, and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

5.7 THIRD PARTIES. Any provision herein to the contrary notwithstanding, it is agreed that none of the obligations hereunder of either party shall run to, or be enforceable by, any party other than the parties to this Agreement.

5.8 GOVERNING LAWS. THIS AGREEMENT SHALL BECOME VALID WHEN EXECUTED. IT SHALL BE GOVERNED AND CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF Texas. FOR THE PURPOSES OF ENFORCING ANY PROMISES UNDER THIS AGREEMENT, THE OWNER AND LPT AGREE TO SUBMIT TO THE JURISDICTION AND VENUE OF THE DISTRICT COURTS OF PALM BEACH COUNTY, FLORIDA, OR, FOR MATTERS WHICH REQURE FEDERAL JURISDICTION, THE FEDERAL DISTRICT COURT IN WEST PALM BEACH, FLORIDA.

5.9 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

5.10 CONFLICT. In the event of a conflict between the terms and conditions of this Agreement and the Appointment Letter, the terms and conditions of this Agreement shall control.

5.11 INTEGRATION. This Agreement and the Appointment Letter represent the agreement of LPT and Owner with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by LPT or Owner relative to the subject matter hereof not expressly set forth or referred to herein or in the Appointment Letter.

5.12 ALTERNATIVE DISPUTE RESOLUTION.

(a) Any and all claims, counterclaims, demands, causes of action, disputes, controversies and other matters arising out of or relating to this Agreement or the relationship established by this Agreement, any provision hereof, the alleged breach thereof, or in any way relating to the subject matter of this Agreement, involving the parties and/or their respective representatives (all of which are referred to herein as "Claims"), whether such Claims sound in contract, tort or otherwise, at law or in equity, under any Law, whether provided by statute or the common law, for damages or any other relief, if not capable of resolution through negotiation by

the parties, shall be submitted to an alternative dispute resolution ("ADR") process as follows: all such Claims shall first be referred to non-binding mediation ("Mediation") as described in Exhibit C; should a Claim not be fully resolved through Mediation, the Claim shall then be submitted to binding arbitration ("Arbitration") as described in Exhibit C. Excepted from the ADR process shall be (1) either Party's determination to not renew this Agreement upon its expiration; (2) LPT's collection of indebtedness or amounts due arising out of or relating to this Agreement; and (3) any Claim with a monetary value of less than $50,000.00. The parties' obligations under this article survive termination or expiration of this Agreement.

(b) The sole entity against which Owner may seek damages or any remedy under law or equity for any Claim is LPT or its successors or assigns. Owner agrees that the shareholders, directors, officers, employees, agents and representatives of LPT and its affiliates shall not be liable nor named as a party in any litigation or other proceedings commenced by Owner where the claim arises out of or relates to this Agreement. Owner further agrees that each of the foregoing parties are intended beneficiaries of this alternative dispute resolution clause, and that all claims against them that arise out of or relate to this Agreement must be resolved through the ADR process with LPT.

(c) The sole entity against which LPT may seek damages or any remedy under law or equity for any Claim is Owner or its successors or assigns. LPT agrees that the shareholders, directors, officers, employees, agents and representatives of Owner and its affiliates shall not be liable nor named as a party in any litigation or other proceedings commenced by LPT where the claim arises out of or relates to this Agreement. LPT further agrees that each of the foregoing parties are intended beneficiaries of this alternative dispute resolution clause, and that all claims against them that arise out of or relate to this Agreement must be resolved through the ADR process with Owner.

(d) BY EXECUTING THIS AGREEMENT, EACH PARTY IS AGREEING TO HAVE ANY APPLICABLE CLAIM SUBMITTED TO MEDIATION OR DECIDED BY BINDING ARBITRATION AS SET FORTH IN THIS ARTICLE AND IN EXHIBIT C. BY SO AGREEING THE PARTIES ACKNOWLEDGE THAT EACH IS GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THE CLAIM LITIGATED IN A COURT OR BY A JURY TRIAL. IF ANY PARTY REFUSES TO SUBMIT TO THE APPROPRIATE ADR PROCESS, SUCH PARTY MAY BE COMPELLED TO SUBMIT TO THE ADR PROCESS. EACH PARTY'S AGREEMENT TO THESE PROVISIONS AND THE ADR PROCESS IS VOLUNTARY. LPT AND OWNER CERTIFY THAT EACH HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT ALL APPLICABLE CLAIMS TO THE ADR PROCESS FOR RESOLUTION THROUGH MEDIATION OR FOR A BINDING AND FINAL DECISION IF NO RESOLUTION THROUGH MEDIATION IS ACHIEVED, AS SET FORTH ABOVE.

(d) Except for Claims relating to indemnification, indebtedness, or as otherwise specified in this Agreement, the parties will not be liable to each other for any other Claim arising out of this Agreement unless the claimant provides the other party with written notice of the Claim (setting forth fully the facts on which the Claim is based) within 180 days after the date on which the Claim arose. In no event shall either party be liable to the other for any indirect, incidental,

consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement and its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise.

5.13 ATTORNEY FEES. The prevailing party in any dispute will be entitled to recover from the other party interest, reasonable attorneys' fees and costs and other costs of collection the party incurs in order to secure, defend or protect the rights inuring to the prevailing party under this Agreement or to enforce the terms thereof. In the event of any dispute between the parties, both parties hereby waive any claim against the other party to this Agreement for consequential, exemplary, and/or punitive damages.

5.14 INTEREST. Interest will accrue on any amount due LPT by Owner under this Agreement from the date of the event triggering the indebtedness to LPT at the rate of 12% per annum, or the maximum lawful rate, whichever is less.

5.15 INTELLECTUAL PROPERTY; PUBLICITY. Neither Party shall have any right to the other Party's trademarks, service marks or trade names in connection with any product, service, promotion or publication, except that LPT may use Owner's name on LPT's client list and in reasonable business promotion efforts by LPT.

5.16 CONFIDENTIALITY.

(a) Owner and LPT each agree that all information provided by Owner to LPT and all data files, reports, financial statements, deposit account records and other information prepared by LPT pursuant to this Agreement is the sole property of Owner. LPT acknowledges that the Confidential Information is proprietary and confidential to Owner and/or its affiliates. LPT shall exercise the same level of care with respect to Owner's Confidential Information provided to LPT by Owner pursuant to this Agreement, as LPT exercises with respect to its own confidential information. LPT agrees that it will use the Confidential Information solely for the purpose of providing services as contemplated by this Agreement and will otherwise keep the Confidential Information of Owner confidential and will not distribute, disclose or disseminate in any manner to any other person (including its affiliates) any Confidential Information of Owner, *provided* that LPT may disclose such Confidential Information to its employees who have been advised of and have agreed to be bound by the use and confidentiality obligations of this Agreement. LPT may disclose Confidential Information only to its employees to the extent necessary to permit the efficient provision of services under this Agreement.

(b) To the extent LPT becomes legally compelled to disclose the Confidential Information, LPT will provide notice to Owner (and will reasonably cooperate with Owner) so that Owner, in its sole discretion and at its cost, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. LPT may furnish only such portion of the Confidential Information as, in the opinion of counsel to LPT, is legally compelled to be disclosed.

(c) For purposes of this Section, the term "Confidential Information" shall mean (i) all information which is disclosed by or on behalf of Owner or any of its respective affiliates to LPT in connection with the operation of the Owner's business and is either labeled or marked "Confidential" and (ii) all analyses, compilations, studies, notes, copies, memoranda or other documents prepared by or for the party receiving such information to the extent they contain or are based in whole or in part upon such information marked or labeled "Confidential". For purposes of this Section, the term "information" shall include, without limitation, financial data, product plans, recipes, ingredients, costs, prices, names, business or marketing plans, manufacturing processes, business opportunities, technical data, computer programs and other intellectual property, machinery and equipment, systems, products, projects, price lists, research and development data, customer identities, technical and business materials and work product. Confidential Information does not include information which (i) is or becomes part of the public domain other than as a result of disclosure by LPT or (ii) becomes available to LPT on a non-confidential basis from a third party (provided that such third party is not bound with respect to that information by a confidentiality agreement with Owner).

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement personally or by their officers or authorized agents, as of October 22, 2021.

L.P.T. Management Retail Services LLC ("LPT")	Southwest Convenience SPE LLC ("Owner")
By: _____	_____
Name: KEVIN GANGA	Brett L. Bishov
Title: PRESIDENT / CEO	Principal and Authorized Representative

POSTING

Job# _____
DLLC use only

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

Type or Print with Black Ink

Date of Posting: 03 / 25 / 25 Date of Posting Removal: 4 / 15 / 25

Applicant's Name: Repinski (Last) Jared (First) Michael (Middle)

Business Address: 8685 N Silverbell Rd (Street) Tucson (City) 85743 (Zip)

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

JR Burns	Housing Rehabilitation Specialist	(520) 990-2496
Print Name of City/County Official	Title	Phone Number

Signature _____ Date Signed 3 24 25

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Local Governing Body Recommendation

A.R.S. § 4-201(C)

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

Type or Print with Black Ink

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 334019 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2025-04

Licensed establishment that will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 6 (Day) of May (Month), 2025 (Year) considered the application of Jared Michael Repinski (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Jared Michael Repinski (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____ (Approval, disapproval, or no recommendation).

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

_____ (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Council-Regular Meeting **L3**

Meeting Date: 05/06/2025

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: May 6, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Julia Sarai Rubio on behalf of Filiberto's Mexican Food, located at 5730 West Cortaro Farms Road Suite 100, Tucson, Arizona, 85742 (Jill McCleary)

Discussion:

This application is for a new series #012 Restaurant liquor license at Filiberto's Mexican Food, located at 5730 West Cortaro Farms Road Suite 100, Tucson, Arizona, 85742.

Pursuant to state law, the application was posted at the premises where the business is to be conducted. The posted notice provided that residents within a one-mile radius from the premises may file written arguments in favor of or opposed to the issuance of the license with the Town Clerk's Office within 20 days of the posting. Any written arguments received by the Clerk's Office for or against the proposed liquor license are attached to this item and will be submitted to the Department of Liquor Licenses and Control (DLLC).

Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building, and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check. The DLLC required management training has been submitted to the DLLC.

The Town Council must enter an order recommending approval or disapproval of the

application within 60 days after filing the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications, and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license."

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and include a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the Liquor Board or a resident within a one-mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one-mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

Staff Recommendation:

The Town staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a new series #012 Restaurant liquor license submitted by Julia Sarai Rubio on behalf of Filiberto's Mexican Food, located at 5730 West Cortaro Farms Road Suite 100, Tucson, Arizona, 85742.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #012 Restaurant liquor license submitted by Julia Sarai Rubio on behalf of Filiberto's Mexican Food, located at 5730 West Cortaro Farms Road Suite 100, Tucson, Arizona, 85742.

Attachments

Redacted Application

Affidavit of Posting

Local Governing Body Recommendation

LL2025-04

received
04/01/2025
Email
4:00pm
NH

State of Arizona
Department of Liquor Licenses and Control

Created 04/01/2025 @ 01:48:24 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	FILIBERTOS MEXICAN FOOD		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	5730 W CORTARO FARMS ROAD SUITE #100 TUCSON, AZ 85742 USA		
Mailing Address:	15602 N 35TH AVENUE PHOENIX, AZ 85053 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:			

AGENT

Name:	JULIA SARAI RUBIO
Gender:	Female
Correspondence Address:	15602 N 35TH AVENUE PHOENIX, AZ 85053 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	SNR RESTAURANTS LLC		
Contact Name:	JULIA RUBIO		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23236870	State of Incorporation:	AZ
Incorporation Date:	06/16/2021		
Correspondence Address:	15602 N 35TH AVENUE PHOENIX, AZ 85053 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

Officers / Stockholders

60th Day:
5/31/25
105th Day:
6/20/25

Name:	Title:	% Interest:
FELIX NAVARRETE JR	Member	50.00
JULIA SARAI RUBIO	Member	50.00

SNR RESTAURANTS LLC - Member

Name: JULIA SARAI RUBIO
Gender: Female
Correspondence Address: 15602 N 35TH AVENUE
PHOENIX, AZ 85053
USA
Phone: [redacted]
Alt. Phone:
Email:

SNR RESTAURANTS LLC - Member

Name: FELIX NAVARRETE JR
Gender: Male
Correspondence Address: 15602 N 35TH AVENUE
PHOENIX, AZ 85053
USA
Phone: [redacted]
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 337267
Application Type: New Application
Created Date: 03/06/2025

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   EVICTION
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   PIMA COUNTY
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $0
6) Are there walk-up or drive-through windows on the premises?
   Yes
7) Does the establishment have a patio?
   No
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
9) What type of business will this license be used for?
   MEXICAN RESTAURANT

'25 MAR 6 PM 2:13 AZDLLC

March 5, 2025

The Arizona Department of Liquor License and Control
800 W. Washington St. 5th Floor
Phoenix, Arizona 85007

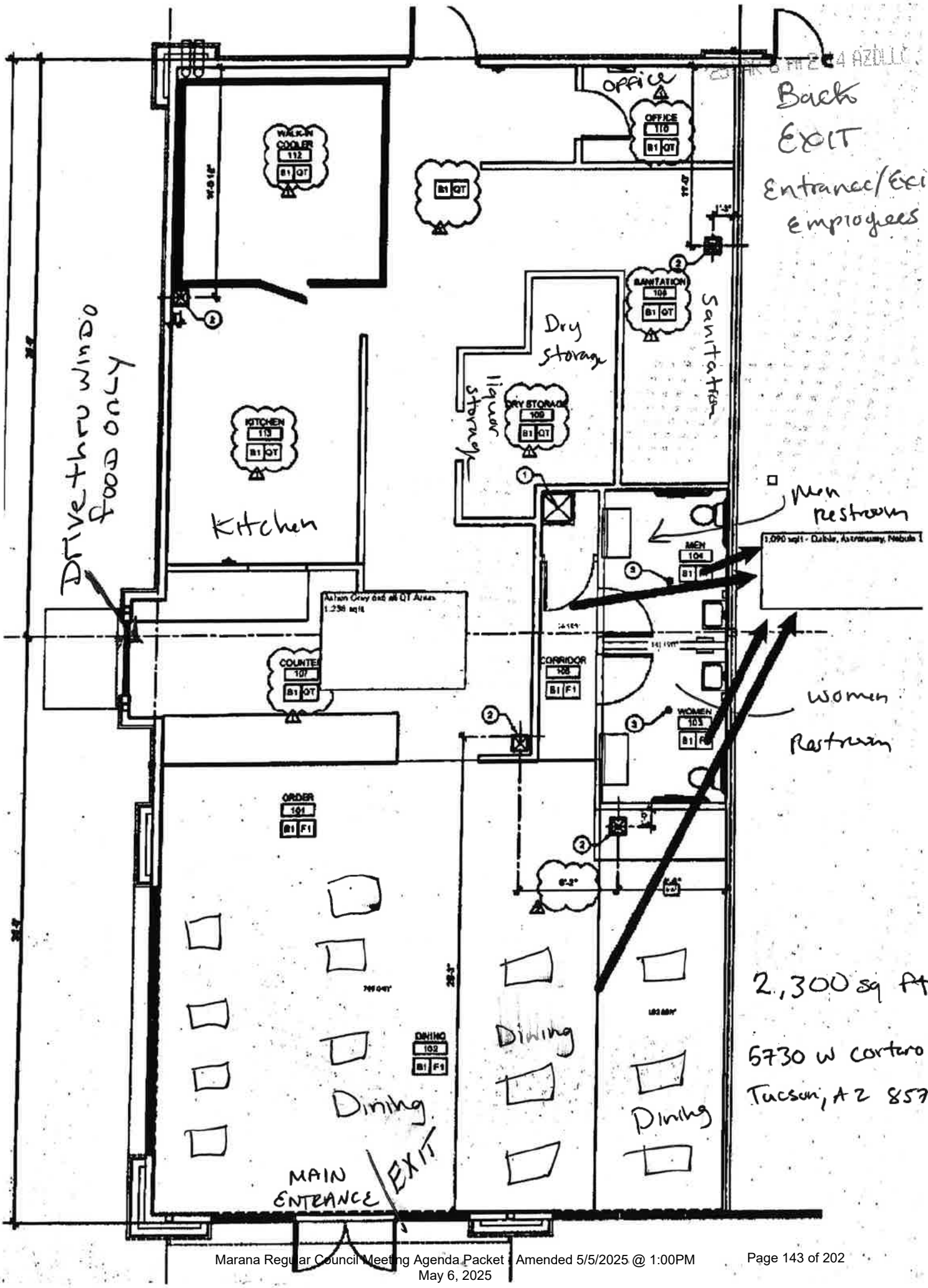
Re: Letter of permission

My name is Julia Rubio owner of SNR Restaurants, LLC. I hereby grant permission to Alicia Esparza of AE Liquor Consulting, LLC to oversee the entire liquor license process application from beginning to end. Any amendments or licensing inquiries should be directed to Mrs. Esparza. You may contact her at [redacted] or [redacted]

If you should have any questions, please feel free to contact me at [redacted].

Respectfully,

Julia Rubio
SNR Restaurants, LLC (Owner)


Back Exit
Entrance/Exit employees
Office
Dry storage
liquor storage
Sanitation
Kitchen
Drive thru window food only
Men restroom
Women Restroom
Dining
Dining
Dining
MAIN ENTRANCE
EXIT
2,300 sq ft.
5730 W Cortaro Farms
Tucson, AZ 85742

25 MAR 6 PM 2:14 AZDLLC

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with Black Ink

1. Name of restaurant (Please print): FILIBERTOS MEXICAN FOOD

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	1 4 BURNER GAS STAINLESS STEEL 24" X 27 3/5 ATOSA BRAND 2 STAINLESS STEEL GRILLS 4 FEET BLACK DIAMOND BRAND
Oven	NONE
Freezer	1 STAINLESS STEEL W/DOUBLE DOORS
Refrigerator	1 WALK IN STAINLESS STEEL REFRIGERATOR 10"X 4"
Sink	3 COMPARTMENT SINK STAINLESS STEEL 2 HAND SINK STAINLESS
Dish Washing Facilities	1 3 COMPARTMENT STAINLESS STEEL FOR DISHWASHING
Food Preparation Counter (Dimensions)	1 STEAM STAINLESS STEEL TABLE EAGLE BRAND 24X 63 1 4 FT STAINLESS STEEL COLD MIGALI BRAND 2 STAINLESS STEEL PREP 5 FT AND 3 FT
Other	2 DEEP FRYERS VULCAN GAS BRAND 4016

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(**Do not include kitchen, bar, hi-top tables, or game area.**) 40 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☑ No

(**If yes, what percentage of the public floor space does this area cover?**) _____ %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [48]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 0]

TOTAL [= 48]

'25 MAR 6 PM 2:14 AZDLLC

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☑ Both

8. Does your restaurant contain any **games, televisions,** or **any other entertainment?** ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

2 FLAT SCREEN TELEVISIONS

9. Do you have live entertainment or dancing? ☐ YES ☑ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	4
Bartenders	0
Hostesses	0
Managers	0
Servers	6
Other (CASHIERS)	6
Other ( )	
Other ( )	

I, (Print Full Name) JULIA RUBIO **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: _____

'25 MAR 6 PM 2:14 AZDLLC

RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

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

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): FILIBERTOS MEXICAN FOOD
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks

12. **Tax Records**

    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. **Payroll Records**

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) JULIA RUBIO **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: _____

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

'25 MAR 6 PM 2:34 AZDLLC



'25MAR 6 PM 2:14 AZDLLC

Breakfast Platters

Served w/two eggs, rice & beans (ALL DAY)



*Huevos Rancheros $11.81



Spanish Omelette $13.41



*Steak Ranchero $16.70



Chorizo Plate $14.69



Machaca Plate $16.28

NOTICE

Consuming raw eggs, undercooked meat or seafood may increase your risk of food borne illness especially if you have a certain medical condition. Consumir huevo, carne cruda o mariscos puede aumentar el riesgo y causar su salud. Especialmente si quiere los estos padece de ciertas condiciones medicas.

Combination Platters

1 

Pollo Asado $14.93

2 

Burrito & Taco $14.78

3 

Two Beef Tacos $14.78

4 

Fajitas (steak or Chicken) $18.73

5 

Two Enchiladas $13.69

6 

Camarones Rancheros $18.94

7 

Tostada & Taco $14.78

8 

4 Rolled Tacos w/ guacamole $15.41

9 

Carne Asada $19.39

10 

Two Chicken Tacos $14.78

11 

Green Chile $14.93

12 

Adobada $14.39

13 

Chimichanga $15.89

14 

Two Carne Asada Burrito $22.11

15 

Carnitas $15.46

16 

Two Fish Tacos $14.57

17 

Two Chiles Rellenos $15.35

18 

Two carne Asada Tacos $18.73

19 

Burrito & Enchilada $14.78

20 

Taco & Enchilada $14.78

Breakfast Burritos

(Served ALL DAY)

Breakfast Burrito (ham, eggs, pico & cheese)	$10.29
Bacon (eggs & cheese)	10.48
Country (potatoes, eggs & cheese)	10.02
Sausage (eggs & cheese)	10.48
Steak (eggs & cheese)	13.39
Chorizo (eggs)	10.29
Machaca (eggs, veggies & shredded beef)	11.59



Breakfast Burrito



Bacon Burrito

Burritos

Pollo Asado (Grilled Chicken)	$10.29	Green Chile	$10.29
Carne Asada	12.25	Arizona	12.25
Beef	10.20	*Shrimp	12.98
Chicken	9.13	Patron	14.67
Beans	6.24	Texas	10.29
Carnitas (Pork)	10.29	Extreme Fajita	14.43
*Fish	10.29	Veggie	9.48
Chile Relleno	10.29	California	14.67
Adobada (Marinated Pork)	10.29	Cabeza	11.39
		Lengua	11.39
		Gordo Burrito	16.07

Tacos

Chicken	$4.31	*Fish	$5.09
Beef	4.88	*Shrimp	5.89
Pollo Asado (Grilled Chicken)	5.09	Adobada (Marinated Pork)	5.09
Carne Asada	7.29	Cabeza	5.93
Carnitas (Pork)	5.09	Lengua	5.93
3 Rolled Tacos Cheese			5.72
3 Rolled Tacos Cheese w/Guacamole			6.80
5 Rolled Tacos Cheese w/Guacamole			8.75
5 Rolled Tacos w/ Carne Asada			13.77

Enchiladas

Cheese	$9.48	Chicken	$9.48
Beef	10.55	Two Chile Rellenos	10.93

Tortas

Chorizo	$8.60
Machaca	9.84
Carne Asada	12.47
Carnitas (Pork)	10.55
*Fish	8.64
Adobada (Marinated Pork)	10.55
Chicken	8.60

Tostadas

Chicken	$7.87
Carne Asada (Steak)	10.03
Carnitas (Pork)	7.87
Bean	5.09
Chips w/Guacamole	9.84
Chimichanga	13.50

Quesadillas Supreme

Includes Guacamole, Cheese, Sour Cream

Carne Asada	$16.86	*Shrimp	$16.46
Carnitas (Pork)	15.40	Mar y Tierra (Surf & Turf)	18.17
Pollo	14.69		

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY	
Fee:	
Job #:	337267
Date Accepted:	3/18/25
CSR:	BG

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

fp current 9/1/23

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: RUBIO (Last) JULIA (First) SARAI (Middle)
2. Social Security #: _____ (NOT a public record) Birth Date: ____/____/____ (NOT a public record)
3. Driver's License #: _____ (NOT a public record) State Issued: _____
5. Are you a resident of Arizona? ☐ Yes ☐ No Date of residency: ____/____/____
6. Email address: _____
7. Home Address: _____
8. Daytime phone #: _____ Alternative phone #: _____

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: _____
2. Business Name (doing business as): _____
3. Business Address: _____

'25 MAR 6 PM 2:14 AZDLLC

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	337267
Date Accepted:	3/6/25
CSR:	RG

PP Current
805.430 9/1/23

Personal Information Questionnaire

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A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: RUBIO (Last) JULIA (First) S (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: ARIZONA
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 09 / 19 / 1995
6. Email address: [redacted]
7. Home Address: [redacted] LITCHFIELD PARK ARIZONA 85340
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: JOB #
2. Business Name (doing business as): FILIBERTOS MEXICAN FOOD
3. Business Address: 5730 WEST CORTARO FARMS ROAD SUITE #100 TUCSON ARIZONA 85742

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SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☑Agent ☑Controlling Person ☐Manager

Name of persons who will be handling the day to day operations: JULIA RUBIO

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? ~~Yes ☑~~ No ☒
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) JULIA RUBIO **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** MARCH 05, 2025

'25 MAR 6 PM 2:15 AZDLLC





ALIEN STATUS

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

Type or Print with Black Ink

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

APPLICANT NAME (Print or type) JULIA SARAI RUBIO

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 _____ State _____ **COUNTRY** _____

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

2) Name of document: _____

If you answered **No**, you must complete Sections III.

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ALIEN STATUS

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

Type or Print with Black Ink

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SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) JULIA S RUBIO

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 [redacted] State [redacted] **COUNTRY** UNITED STATES

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

2) Name of document: ARIZONA DRIVER'S LICENSE

If you answered **No**, you must complete Sections III.

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 identificationcard.
2. A driver license issued by a state that verifies lawful presence in the UnitedStates.
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 Jan. 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.

SECTION III – QUALIFIED ALIEN DECLARATION

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.

☐ . 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 *etseq.*];

13. A foreign national not physically present in the United States.

14. ***Otherwise Lawfully Present***

15. 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. §

JULIA RUBIO		03/05/2025
Print Name	**Signature**	**Date**

'25 MAR 6 PM 2:15 AZDLLC

Certificate # AZB-ON-01230087

- [x] On-sale
- [ ] Off-sale
- [ ] On- and off-sale

Certificate of Completion For Title 4 **BASIC** 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.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT 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. Licensees 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 two years after the training completion date.

Student Information

JULIA RUBIO
Full Name (please print)

Signature

09/11/2023
Training Completion Date

09/10/2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

6504 Bridge Point Parkway, Suite 100, Austin, TX 78730
Mailing Address

(877) 881-2235
Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)
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).

Instructor Signature

09/11/2023
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

'25 MAR 6 PM 2:15 AZDLLC

Certificate # AZM-ON01206088

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 at 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

JULIA RUBIO
Full Name (please print)

Signature

09/11/2023
Training Completion Date

09/10/2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

6504 Bridge Point Parkway, Suite 100, Austin, TX 78730
Mailing Address

(877) 881-2235
Daytime Contact Phone Number

I, Samantha Montalbano, 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).

Instructor Signature

09/11/2023
Day Mo Year

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July 11, 2013

'25 MAR 6 PM 2:15 AZDLLC

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY	
Fee:	
Job #:	337267
Date Accepted:	3/20/24
CSR:	KH

Personal Information Questionnaire

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205-4664

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

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A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: NAVARRETE (JR) (Last) FELIX (First) (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: ARIZONA
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 04 / 01 / 1996
6. Email address: [redacted]
7. Home Address: [redacted] LITCHFIELD PARK ARIZONA 85340
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: JOB #
2. Business Name (doing business as): FILIBERTOS MEXICAN RESTAURANT
3. Business Address: 5730 WEST CORTARO FARMS SUITE #100 TUCSON ARIZONA 85742

'25 MAR 6 PM 2:15 AZDLLC

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☑Agent ☑Controlling Person ☐Manager

Name of persons who will be handling the day to day operations: JULIA RUBIO

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1.	Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years?	Yes ☐ No ☑
2.	Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years?	Yes ☑ No ☐
3.	Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D*	Yes ☐ No ☑
4.	Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*	Yes ☐ No ☑
5.	Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?	Yes ☐ No ☑

I, (Print Full Name) FELIX NAVARRETE (JR) **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** MARCH 05, 2025

'25 MAR 6 PM 2:15 AZDLLC

March 5, 2025

The Arizona Department of Liquor License and Control
800 W. Washington St. 5th Floor
Phoenix, Arizona 85007

Question #2

My name is Felix Navarrete (Jr) on or about the month of August 2024. I was pulled over by The Arizona Department of Public Safety for speed/reasonable and prudent driving. I received a citation. The citation number was 914301924249003. I attended a defensive driving course and the ticket was dismissed. If you have any questions, please contact me at [redacted].

Respectfully,

Felix Navarette (Jr)

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	337267
Date Accepted:	3/6/25
CSR:	KS

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. Fill out the information in the boxes below. **Please print clearly**.

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	**Name of Applicant:**
03/05/2025	FELIX NAVARRETE (JR)
Name of Fingerprint Technician: JUANITA ALICIA ESPARZA	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: AE LIQUOR CONSULTING SERVICE LLC	**Phone Number:** 623-302-2234
Type of Photo ID Provided (check one): ☐ **Driver's License** ☒ **Passport** ☐ **Other (Please specify)**	

POSTING

Job# _____
DLLC use only

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

Type or Print with Black Ink

Date of Posting: 04 / 03 / 25 Date of Posting Removal: 4 / 23 / 25

Applicant's Name: Rubio (Last) Julia (First) Sarai (Middle)

Business Address: 5730 W Cortaro Farms Rd Ste 100 (Street) Tucson (City) 85742 (Zip)

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

JR Burns	Housing Rehabilitation Specialist	(520) 990-2496
Print Name of City/County Official	Title	Phone Number

Elda E Burns Jr. — Signature

4 3 25 — Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Local Governing Body Recommendation

A.R.S. § 4-201(C)

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

Type or Print with Black Ink

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 337267 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2025-05

Licensed establishment that will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 6 (Day) of May (Month), 2025 (Year) considered the application of Julia Sarai Rubio (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Julia Sarai Rubio (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____ (Approval, disapproval, or no recommendation).

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

_____ (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Council-Regular Meeting **L4**

Meeting Date: 05/06/2025

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: May 6, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Kevin Arnold Kramber on behalf of Ciao Down Kitchen, located at 6781 North Thornydale Road Suite 261, Tucson, Arizona, 85741 (Jill McCleary)

Discussion:

This application is for a new series #012 Restaurant liquor license at Ciao Down Kitchen, located at 6781 North Thornydale Road Suite 261, Tucson, Arizona, 85741.

Pursuant to state law, the application was posted at the premises where the business is to be conducted. The posted notice provided that residents within a one-mile radius from the premises may file written arguments in favor of or opposed to the issuance of the license with the Town Clerk's Office within 20 days of the posting. Any written arguments received by the Clerk's Office for or against the proposed liquor license are attached to this item and will be submitted to the Department of Liquor Licenses and Control (DLLC).

Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building, and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check. The DLLC required management training has been submitted to the DLLC.

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications, and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license."

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and include a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the Liquor Board or a resident within a one-mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one-mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

Staff Recommendation:

The Town staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a new series #012 Restaurant liquor license submitted by Kevin Arnold Kramber on behalf of Ciao Down Kitchen, located at 6781 North Thornydale Road Suite 261, Tucson, Arizona, 85741.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #012 Restaurant liquor license submitted by Kevin Arnold Kramber on behalf of Ciao Down Kitchen, located at 6781 North Thornydale Road Suite 261, Tucson, Arizona, 85741.

Attachments

Redacted Application
Affidavit of Posting

#324023

LL2025-06

received
04/02/2025
Email
3:25pm
NH

State of Arizona
Department of Liquor Licenses and Control

Created 04/02/2025 @ 03:18:35 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	CIAO DOWN KITCHEN		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	6781 N THRONYDALE #261 MARANA, AZ 85741 USA		
Mailing Address:	[redacted] TUCSON, AZ 85718 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

AGENT

Name:	KEVIN ARNOLD KRAMBER
Gender:	Male
Correspondence Address:	[redacted] TUCSON, AZ 85718 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	CIAO DOWN KITCHEN LLC		
Contact Name:	KEVIN ARNOLD KRAMBER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23719603	State of Incorporation:	AZ
Incorporation Date:	08/22/2024		
Correspondence Address:	[redacted] TUCSON, AZ 85718 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

60th day - 06/01/2025

105th day - 06/06/2025

Officers / Stockholders

Name:	Title:	% Interest:
CIAO DOWN CULINARY STUDIO LLC	Member	100.00

CIAO DOWN CULINARY STUDIO LLC - Member

Name: ALEXANDER E ALLEN BLISSETT
Gender: Male
Correspondence Address: [redacted]
TUCSON, AZ 85718
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CIAO DOWN KITCHEN LLC - Member

Name: CIAO DOWN CULINARY STUDIO LLC
Contact Name: KEVIN ARNOLD KRAMBER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23342767 State of Incorporation: AZ
Incorporation Date: 03/04/2022
Correspondence Address: [redacted]
TUCSON, AZ 85718
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CIAO DOWN CULINARY STUDIO LLC - Member

Name: CIAO DOWN PIZZA LLC
Contact Name: KEVIN ARNOLD KRAMBER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
TUCSON, AZ 85718
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CIAO DOWN CULINARY STUDIO LLC - Manager-LLC
CIAO DOWN PIZZA LLC - Mgr-Member

Name: PAUL MARTIN REYES JR
Gender: Male
Correspondence Address: [redacted]
TUCSON, AZ 85718
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CIAO DOWN CULINARY STUDIO LLC - Manager-LLC
CIAO DOWN PIZZA LLC - Mgr-Member

Name: KIRSTEN ELIZABETH REYES
Gender: Female
Correspondence Address: [redacted]
TUCSON, AZ 85718
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

MANAGERS

Name: PAUL MARTIN REYES JR
Gender: Male
Correspondence Address: [redacted]
TUCSON, AZ 85718
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: ZACHARY DOUGLAS LUNA
Gender: Male
Correspondence Address: [redacted]
TUCSON, AZ 85718
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 334023
Application Type: New Application
Created Date: 02/21/2025 MC

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
No

2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company

Property Tenant

3) Is there a penalty if lease is not fulfilled?

Yes
What is the penalty?
Loss of $14,000 security deposit and Landlord lockout

4) Is the Business located within the incorporated limits of the city or town of which it is located?

Yes

5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.

None, capital contributions

6) Are there walk-up or drive-through windows on the premises?

No

7) Does the establishment have a patio?

Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
Contiguous

8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

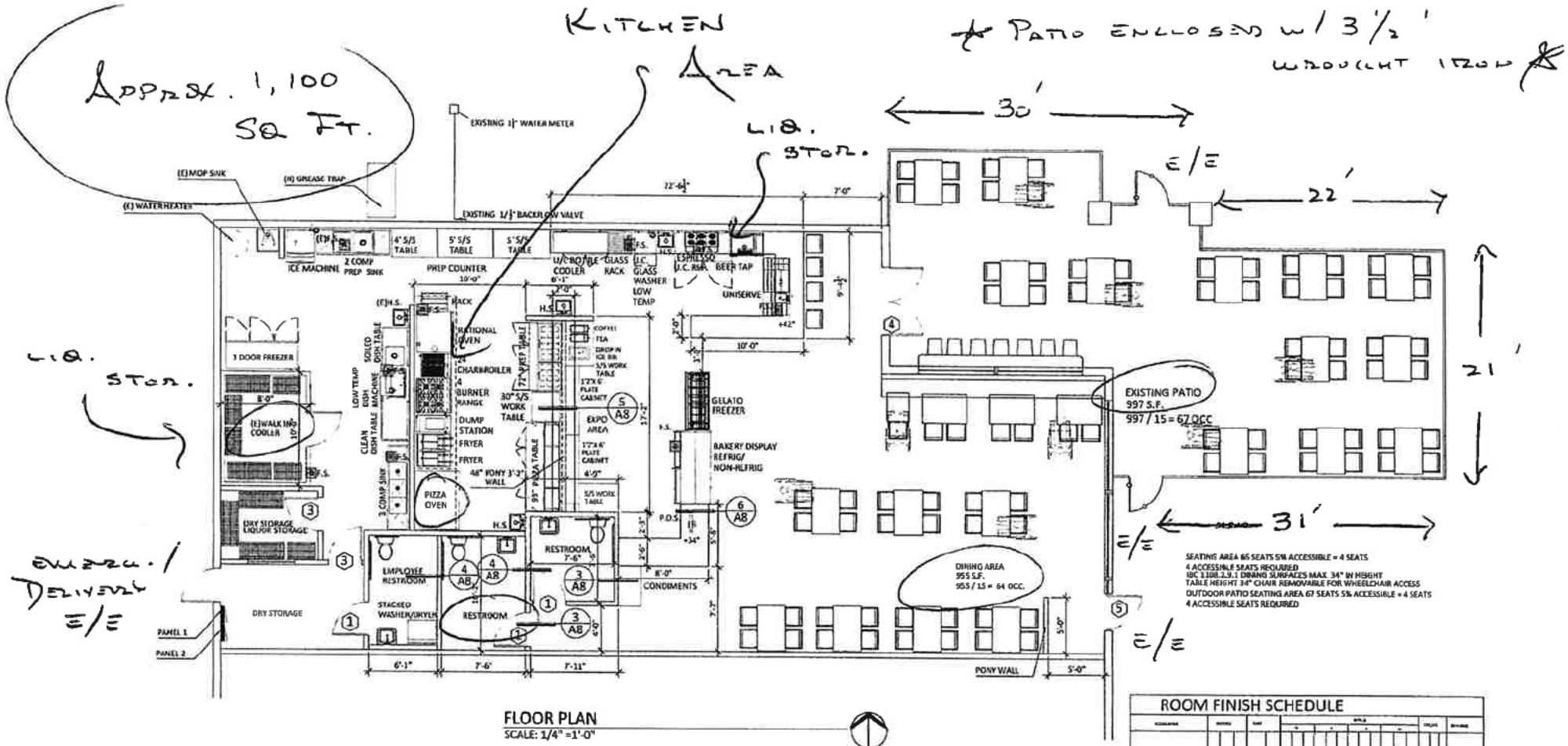
Yes
If yes, what is your estimated completion date?
06/01/2025

9) What type of business will this license be used for?

Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Alexander Q.pdf	02/21/2025
MENU	Desserts & Drink Menu.pdf	02/21/2025
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	02/21/2025
MISCELLANEOUS	Flow Chart.pdf	02/21/2025
MENU	Food Menu.pdf	02/21/2025
QUESTIONNAIRE	Kevin Agent Q.pdf	02/21/2025
QUESTIONNAIRE	Kirsten Q.pdf	02/21/2025
QUESTIONNAIRE	Paul Q.pdf	02/21/2025
RESTAURANT OPERATION PLAN	Rest Op Plan.pdf	02/21/2025
QUESTIONNAIRE	Zachary Mgr Q Basic & Mgt.pdf	02/21/2025
RECORDS REQUIRED FOR AUDIT	RRFA.pdf	02/21/2025



FLOOR PLAN

SCALE: 1/4" =1'-0"

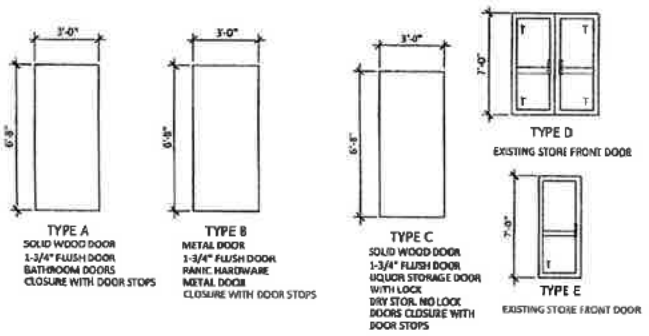
NORTH

ROOM FINISH SCHEDULE

KITCHEN/SERVICE	●
BATHROOMS	●
DRY STORAGE	●
SEATING AREA	●

FRP= FIBERGLASS REINFORCED PANEL TO 4'-0" HEIGHT

SPECIFIC FINISHES FOR QUALITY AND COLOR SHOULD BE SELECTED BY INTERIOR DESIGNER, OWNER AND COORDINATED WITH GENERAL CONTRACTOR



TYPE A
SOLID WOOD DOOR
1-3/4" FLUSH DOOR
BATHROOM DOORS
CLOSURE WITH DOOR STOPS

TYPE B
METAL DOOR
1-3/4" FLUSH DOOR
PANIC HARDWARE
METAL DOOR
CLOSURE WITH DOOR STOPS

TYPE C
SOLID WOOD DOOR
1-3/4" FLUSH DOOR
LIQUOR STORAGE DOOR WITH LOCK
DRY STOR. NO LOCK
DOORS CLOSURE WITH DOOR STOPS

TYPE D
EXISTING STORE FRONT DOOR

TYPE E
EXISTING STORE FRONT DOOR

DOOR SCHEDULE

No.	Door Size Width	Height	Thick	Type	Material	Finish	Frame Material	Frame Finish	Hardware Group
1	3'-0"	6'-8"	1-3/4"	A	SW	S & V	HM	M	B
2	3'-0"	6'-8"	1-3/4"	B	HM	P	HM	M	PH
3	3'-0"	6'-8"	1-3/4"	C	SW	S & V	HM	M	O/PF
4	PR 2-3'-0"	7'-0"	1-3/4"	D	M	T	HM	M	PH
5	3'-0"	7'-0"	1-3/4"	E	M	T	HM	M	PH

DOOR SCHEDULE ABBREVIATIONS

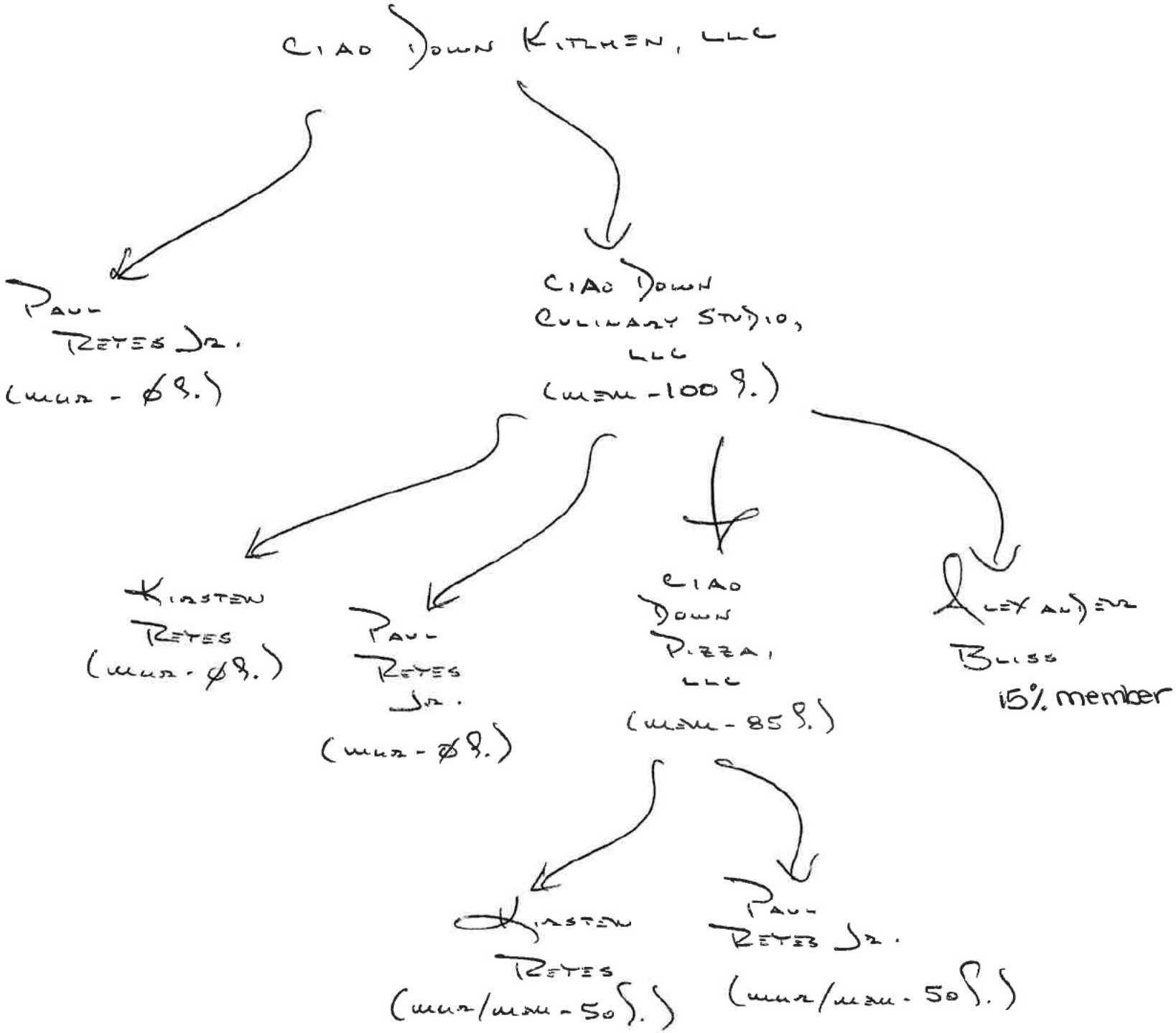
HM - HOLLOW METAL
PR - PAIR
SBV - STAIN AND VARNISH
SC - SOLID CORE
TEMP - TEMPERED
AL- ALUMINUM
B - BATHROOM LOCK
O - OFFICE LOCK
M - METAL FINISH
SW - SOLID CORE BIRCH VENEER
PH- PANIC HARDWARE

VVC DESIGN
ARCHITECT
1320 N CASSIA LN
TUCSON AZ (520)400-4228

CHAO DOWN KITCHEN
6781 N. THORNYDALE ROAD SUITE 261

A4

'25 3 4 Liqr. Dept PM 2:05



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RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with Black Ink

1. Name of restaurant (Please print): CIAO DOWNTOWN

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	1-SS GAS CHARBROILER
Oven	1-SS RATIONAL COMBI. OVEN
Freezer	1-7' SS 3 DOOR UPRIGHT, 1-GELATO FREEZER
Refrigerator	2-SS REFR. SAND. PREP TABLES, 1-10'x8' SS WALKIN
Sink	3-SS HAND SINK, 1-SS 2 COMP. PREP SINK, 1-MOP SINK, 1-3 COMP SS W/FAUCET
Dish Washing Facilities	1-COMM. DISHWASHER
Food Preparation Counter (Dimensions)	3-SS PREP TABLES, 1-30"x30" SS PREP, 2-30"x48" SS PREP, 1-½" PREP, 1-93" PIZZA PREP
Other	1-ESSPRESSO MACHINE, 1-COMM. ICE MACHINE, 1-SS 4 BURNER GAS STOVETOP, 2-SS GAS DEEP FAT FRYERS, 1-COMM. COFFEE MAKER, 1-ICE TEA MAKER, 1-6' SS PIZZA HOOD, 14' SS HOOD W/ANSUL 1-FOOD PROCESSOR

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(**Do not include kitchen, bar, hi-top tables, or game area.**) 100 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(**If yes, what percentage of the public floor space does this area cover?**) N/A %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [64]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ Ø]

TOTAL [= 64]

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☒ Both

8. Does your restaurant contain any **games, televisions**, or **any other entertainment?** ☐ YES ☒ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	12
Bartenders	Ø
Hostesses	Ø
Managers	2
Servers	1/2
Other (DISHWASHER)	1
Other ( )	
Other ( )	

I, (Print Full Name) [illegible], **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: _____

'25 3 4 Liqr. Dept PM 2:05

RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

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

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): CIAO DOWN CULINARY STUDIO
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks

12. **Tax Records**

    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. **Payroll Records**

'25 3 4 Liqr. Dept PM 2:05

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) Arnold Kramber, **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature:

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

'25 3 4 Liq. Dept PM 2:05

Appetizers

Grilled Artichokes $15
Marinated in white wine and olive oil, grilled and topped with lemon aioli and shaved parmesan.

Charcuterie Board $22
A curated selection of fine meats, cheeses, and accompaniments.

Salads

Mixed Greens $13
A fresh blend of greens, lightly dressed with balsamic and served with focaccia.

Sandwiches

Caprese $15
Fresh mozzarella, tomatoes, and basil, drizzled with olive oil and balsamic, served on focaccia.

Ploughsman's $13
A rustic combination of cheese, aged and cured meats, and house made aioli on crusty bread.

Kids

Pizza $8
Classic cheese or pepperoni pizza, baked to perfection.

Chicken Tenders $8
Crispy, golden chicken tenders, served with your choice of dipping sauce.

Turkey & Cheese $8
A simple and satisfying turkey and cheese sandwich on soft bread.

Ciao Down Pizza

Hand-stretched and Made to order 10 inch pizzas crafted using our legendary dough made daily. Available gluten free, and/or dairy free at no additional charge

Snake Bite $15
A bold raspberry chipotle jam base, topped with Boar's Head mozzarella, cream cheese, jalapeños, and crispy bacon.

Cheese $13
Classic red sauce and mozzarella, baked to golden perfection.

Pepperoni $14
Red sauce, mozzarella, and Ezzo's cup and char pepperoni for the perfect crispy bite.

Margherita $13
A timeless favorite with red sauce, mozzarella, and fresh basil leaves.

Flyin' Hawaiian $14
Red sauce, mozzarella, fresh-cut pineapple, and hickory smoked bacon for a sweet and savory combination.

Tres Amigos $16
Red sauce, mozzarella, smoky bacon, Italian sausage, and spicy pepperoni.

Veggie Patch $13
Red sauce, mozzarella, black olives, baby bella mushrooms, red onion, and green peppers—an earthy vegetable medley.

Whole Shebang $16
Loaded with red sauce, mozzarella, black olives, baby bella mushrooms, red onion, green peppers, sausage, and pepperoni.

TREAT
BY CIAO DOWN

'25 3 4 Liqr. Dept PM 2:05

Rotating Gelato Counter $6/scoop

Vanilla
Chocolate
Lavender Honey
Cookies and Cream
Pistachio
Whiskey Caramel (21+)
Cheesecake
Mint Chocolate chip
Strawberries & Cream

Beverages

Ciao's Cold Brew $5
Sparkling San Pellegrino $3
Still Acqua Panna $3
Chocolate Milk $5
Madagascar Vanilla Milk $5

Treat's 21+ Drinks

Coors Light (Bottle) $5
MotoSonora Fog Lights IPA (Can) $6
Red Blend $8
Suav Blanc $8
Moscato di' Asti $7
Sandeman 10yr Port $12
Mimosa $8
Whiskey Affogato $13

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

'25 3 4 DLLC USE ONLY 205

Fee:	
Job #:	334023
Date Accepted:	2-21-25
CSR:	

Personal Information Questionnaire

Fp Current until 9-22-25

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: Kramber (Last) Kevin (First) Arnold (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: Arizona
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 01/01/1976
6. Email address: [redacted]
7. Home Address: [redacted] Tucson, AZ 85718
8. Daytime phone #: [redacted] Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: N/A
2. Business Name (doing business as): Ciao Down Kitchen
3. Business Address: 6781 N. Thornydale Rd. #261 Marana, AZ 85741

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

'25 3 4 Liqr. Dept PM 2:05

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☒Manager

Name of persons who will be handling the day to day operations: Zachary Luna

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
   Yes ☐ No ☑

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Kevin Arnold Kramber **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 2/20/2025

'25 4 1 Liq. Dept PM 4:34

ALIEN STATUS

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

Type or Print with Black Ink

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

APPLICANT NAME (Print or type) Kevin Arnold Kramber

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 [redacted] State [redacted] **COUNTRY** USA

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

2) Name of document: AZ Drivers License

If you answered **No**, you must complete Sections III.

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

Law. Dept PM 4:34

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 identificationcard.
2. A driver license issued by a state that verifies lawful presence in the UnitedStates.
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 Jan. 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.

SECTION III – QUALIFIED ALIEN DECLARATION

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.

☐ . 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.

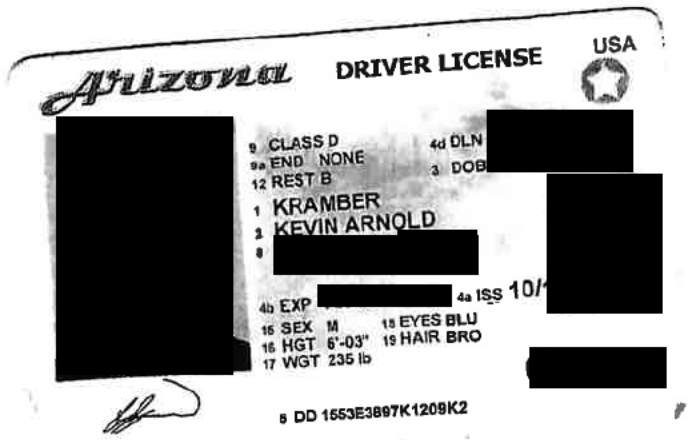
14. ***Otherwise Lawfully Present***

15. 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. §

Kevin Arnold Kramber		3/31/25
Print Name	**Signature**	**Date**

'25 4 1 Liq. Dept PM 4:35





Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	334023
Date Accepted:	2-27-25
CSR:	AP

Personal Information Questionnaire

FP pending 805-level

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Blissett (Last) Alexander (First) E Allen (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 12 / 01 / 1993
6. Email address: [redacted]
7. Home Address: [redacted] Chandler, AZ 85224
8. Daytime phone #: [redacted] Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: N/A
2. Business Name (doing business as): Ciao Down Kitchen
3. Business Address: 6781 N. Thornydale Rd. #261 Marana, AZ 85741

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

25 3 4 Liqr. Dept PM 2:05

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Zachary Douglas Luna

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Alexander E Allen Blissett **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 21 FEB 2025

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

'25 3 4 Ariz. Dept of Liquor

DLLC USE ONLY

Fee:	
Job #:	334023
Date Accepted:	3-21-25
CSR:	AP

805-1601
fp pending

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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A.R.S. §4-202(A).

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A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Reyes (Last) Kirsten (First) Elizabeth (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: ARIZONA
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 03 / 05 / 1985
6. Email address: [redacted]
7. Home Address: [redacted] Tucson, AZ 85739
8. Daytime phone #: [redacted] Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: N/A
2. Business Name (doing business as): CIAO Down Kitchen
3. Business Address: 6781 N. Thornydale Rd. #261
Marana, AZ 85741

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

'25 3 4 Liq. Dept PM 2:05

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Zachary Douglas Luna

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Kirsten Elizabeth Reyes **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: Kirsten Reyes **Date:** 2/2/2025

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

'25 3 4 Liq. Dept PM 2:05

DLLC USE ONLY

Fee:	pt
Job #:	334023
Date Accepted:	2-21-25
CSR:	AP

fp pending
805-6061

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Reyes Jr. (Last) Paul (First) Martin (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 10 / 25 / 1985
6. Email address: [redacted]
7. Home Address: [redacted] Tucson, AZ 85739
8. Daytime phone #: [redacted] Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: N/A
2. Business Name (doing business as): CIAO DOWN KITCHEN
3. Business Address: 6781 N. THORNYDALE RD. #261 MARANA, AZ 85741

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

'25 3 4 Liqr. Dept PM 2:05

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Zachary Douglas Luna

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☑

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Paul Martin Reyes Jr. **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** Feb 21 2025

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

25 3 4 Liq. Dept

DLLC USE ONLY

Fee:	
Job #:	334023
Date Accepted:	2-21-25
CSR:	AP

Personal Information Questionnaire

6 pending 805-1661

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☐ CONTROLLING PERSON ☑ MANAGER

1. Name: Luna (Last) Zachary (First) Douglas (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 02 / 10 / 1992
6. Email address: [redacted]
7. Home Address: [redacted] Tucson, AZ 85705
8. Daytime phone #: [redacted] Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: N/A
2. Business Name (doing business as): Ciao Down Kitchen
3. Business Address: 6781 N. Thornydale Rd. # 261 Marana, AZ 85741

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

'25 3 4 Liqr. Dept FM 2:05

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Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Zachary Douglas Luna

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
   Yes ☐ No ☑

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Zachary Douglas Luna **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 2/21/2025

Certificate # AZB-ON-01237496

☒ On-sale
☐ Off-sale
☐ On- and off-sale

Certificate of Completion
For
Title 4 BASIC 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.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT 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. Licensees 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 two years after the training completion date.

Student Information

Zachary Luna
Full Name (please print)

Signature

09/06/2024
Training Completion Date

09/06/2027
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

6504 Bridge Point Parkway, Suite 100, Austin, TX 78730
Mailing Address

(877) 881-2235
Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)
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).

Instructor Signature

09/06/2024
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

Certificate # AZM-ON01207191

'25 3 4 Liqr. Dept PM 2:05

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 at 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

Zachary Luna
Full Name (please print)

Signature

09/06/2024
Training Completion Date

09/06/2027
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

6504 Bridge Point Parkway, Suite 100, Austin, TX 78730
Mailing Address

(8□□) 8□□-□□35
Daytime Contact Phone Number

I, Samantha Montalbano, 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).

Instructor Signature

09/06/2024
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

POSTING

Job# _____
DLLC use only

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

Type or Print with Black Ink

Date of Posting: 04 / 03 / 25 Date of Posting Removal: 4 / 23 / 25

Applicant's Name: Kramber (Last) Kevin (First) Arnold (Middle)

Business Address: 6781 North Thornydale Rd Suite 261 (Street) Tucson (City) 85741 (Zip)

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

JR Burns	Housing Rehabilitation Specialist	(520) 990-2496
Print Name of City/County Official	Title	Phone Number

Signature _____ Date Signed 4 3 25

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Local Governing Body Recommendation

A.R.S. § 4-201(C)

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

Type or Print with Black Ink

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 334023 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2025-06

Licensed establishment that will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 6 (Day) of May (Month), 2025 (Year) considered the application of Kevin Arnold Kramber (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Kevin Arnold Kramber (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____ (Approval, disapproval, or no recommendation).

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

_____ (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.