

SHOW LOW CITY COUNCIL
Regular Meeting – Tuesday, February 21, 2023

PURSUANT to A.R.S. Section 38-431.02, notice is hereby given to the Show Low City Council and to the general public, that a **Regular Meeting** of the Show Low City Council will be held on Tuesday, February 21, 2023, at 7:00 p.m. in the City Council Chambers, 181 North 9th Street, Show Low, Navajo County, Arizona. The agenda for this meeting is as follows:

1. Call to Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. **CALL TO THE PUBLIC:**

Any citizen desiring to speak on a matter that is within the jurisdiction of the City Council may do so at this time. Comments may be limited to three minutes per person and shall be addressed to the City Council as a whole, and not to any individual member. Issues raised shall be limited to those within the jurisdiction of the City Council. Pursuant to the Arizona Open Meeting Law, the City Council cannot discuss or act on items presented at this time. At the conclusion of the call to the public, individual City Council members may (1) respond to criticism made by those who have spoken, (2) ask staff to review a matter, and (3) ask that a matter be put on a future agenda.

6. **SPECIAL EVENTS:**

- A. Public Safety Presentation.
- B. Presentation of Midyear Financial Report for Fiscal Year Ending June 30, 2023. (Justin Johnson)

7. **CONSENT CALENDAR:**

- A. Consideration of Resolution No. R2023-04 Rescinding Resolution No. R2023-03 and Authorizing Submitting Application for Funding Under 2023 Rebuilding American Infrastructure with Sustainability and Equity Discretionary Grants Program to Complete Scott Ranch Road Bridge Project. (Shannon Adams)

- B. Consideration of Resolution No. R2023-05 Deeding a Portion of City Property to Don and Pauline Romero and Paul Cruz in Exchange for Abandoning Roadway Easement. (Morgan Brown)
- C. Consideration of Resolution No. R2023-06 Approving and Authorizing Intergovernmental Agreement with Maricopa County for Maricopa County Sheriff's Office Sworn Officer Training Academy. (Brad Provost)
- D. Consideration of Minutes of Show Low City Council meetings:
 - (1) Regular Meeting of February 7, 2023.

8. **NEW BUSINESS:**

- A. **PUBLIC HEARING** – Application Submitted by Eric Harold Ashworth and Tania Stephanie Mikus for #6, *Bar*, Liquor License on Behalf of One Eyed Jacks Sports Lounge for its Location at 4481 South White Mountain Road, Show Low, Arizona. (Rachael Hall)
- B. Consideration of Application Submitted by Eric Harold Ashworth and Tania Stephanie Mikus for #6, *Bar*, Liquor License on Behalf of One Eyed Jacks Sports Lounge for its Location at 4481 South White Mountain Road, Show Low, Arizona. (Rachael Hall)
- C. **PUBLIC HEARING** – Application Submitted by Marchelle Eva May Haverland for #6, *Bar*, Liquor License on Behalf of Rocky's Cocktail Lounge for its Location at 480 West Deuce of Clubs, Show Low, Arizona.(Rachael Hall)
- D. Consideration of Application Submitted by Marchelle Eva May Haverland for #6, *Bar*, Liquor License on Behalf of Rocky's Cocktail Lounge for its Location at 480 West Deuce of Clubs, Show Low, Arizona. (Rachael Hall)
- E. **PUBLIC HEARING** – Application Submitted by Dana Gail Foster and Gary Arthur Martinson for #6, *Bar*, Liquor License on Behalf of Buffalo Bills Tavern & Museum for its Location at 400 North Clark Road, Show Low, Arizona. (Rachael Hall)
- F. Consideration of Application Submitted by Dana Gail Foster and Gary Arthur Martinson for #6, *Bar*, Liquor License on Behalf of Buffalo Bills Tavern & Museum for its Location at 400 North Clark Road, Show Low, Arizona. (Rachael Hall)

9. **SUMMARY OF CURRENT EVENTS:**

- A. Council Members
- B. Mayor

C. City Manager

10. **SCHEDULING OF MEETINGS:**

Scheduling of meetings, which may be brought up at this time.

11. **ADJOURNMENT.**

SCHEDULED MEETINGS/EVENTS:

02/21/23	7:00 PM	CITY COUNCIL – REGULAR MEETING
02/28/23	7:00 PM	P&Z COMMISSION – REGULAR MEETING

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Show Low makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Show Low City Council regular meetings are recorded and may be viewed on the City of Show Low's website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

Pursuant to the Americans with Disabilities Act (ADA), the City Council endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need accommodation for a meeting, please call the City Clerk's office at (928) 532-4061 at least 48 hours prior to the meeting for accommodation.

Kathy Clements, Assistant City Clerk

I, Kathy Clements, do hereby certify that the foregoing notice was posted on Friday, February 17, 2023.

T:\packets\022123\cca0221

**CITY OF SHOW LOW
STAFF SUMMARY REPORT**

AGENDA TITLE: Consideration of Resolution No. R2023-04 Rescinding Resolution No. R2023-03 and Authorizing Submitting Application for Funding Under 2023 Rebuilding American Infrastructure with Sustainability and Equity Discretionary Grants Program to Complete Scott Ranch Road Bridge Project (Shannon Adams)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2023-04 rescinding Resolution No. R2023-03 and authorizing submitting an application for funding under 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grants program to complete the Scott Ranch Road bridge project and authorizing the Mayor to execute pertinent documents on behalf of the City.

BACKGROUND

In the federal fiscal year 2023 federal budget, \$1.5 billion was directed to the U.S. Department of Transportation (USDOT) for critical investments in the nation's transportation infrastructure. The funds will be distributed through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) competitive grants program, which funds high-impact projects, including roads, bridges, freight rail, transit buses, street cars, ports, and pedestrian and bicycle paths. Applications from local governments for funding are due February 28, 2023.

The Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law or BIL) authorized and appropriated the funds to be awarded by the Department of Transportation for Local and Regional Project Assistance Program Grants under National Infrastructure Investments, known as the RAISE Grants program. Projects that improve safety, economic strength, global competitiveness, equity, climate, and sustainability are supported. The RAISE grant seeks to fund projects that, to the extent possible, target at least 40 percent of resources and benefits towards low-income communities, disadvantaged communities, communities underserved by affordable transportation, or overburdened communities. RAISE grants awarded with BIL funding may not be greater than \$25,000,000.00.

Navajo County and the City of Show Low have committed \$1,500,000.00 (a combined total), which will be held as contingency funds toward the project. Using the \$1,500,000.00 as contingency funds in lieu of direct costs will score higher within the application review and increase the odds of award. The City is seeking \$23,568,478.45 from the federal government through the 2023 RAISE grant opportunity to complete the project.

Staff recommends submitting an application for funding to complete the Scott Ranch Road bridge project with adjusted request amounts.

Attachments:
Resolution No. R2023-04

FISCAL IMPACT

Anticipated cost: \$1,500,000.00

Funding source (account no.): Scott Ranch Road (12-500-495-7300-7300)

CITY OF SHOW LOW RESOLUTION NO. R2023-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, RESCINDING RESOLUTION NO. R2023-03 AND APPROVING SUBMITTING AN APPLICATION FOR FUNDING UNDER THE FEDERAL 2023 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY DISCRETIONARY GRANTS PROGRAM TO COMPLETE THE SCOTT RANCH ROAD BRIDGE PROJECT

RECITALS:

WHEREAS, the Federal Fiscal Year 2023 Appropriations Act appropriated \$1.5 billion to be awarded by the Department of Transportation for national infrastructure projects under a program called the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grants program; and

WHEREAS, grants offered through this program are for capital investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant impact on an area, including a rural area such as the City of Show Low; and

WHEREAS, the planned Scott Ranch Road and bridge project, which will connect Penrod Road with White Mountain Road (SR260), crossing Show Low Creek with a bridge and providing crucial, long-term benefits to our area, including increased safety, economic competitiveness, quality of life, and mobility and connectiveness; and

WHEREAS, the City of Show Low requires \$23,568,478.45 to complete construction of the project; and

WHEREAS, the City of Show Low and Navajo County have secured and committed \$1.5 million as contingency funds for the project; and

WHEREAS, this priority project objectively meets the criteria of the 2023 RAISE funding opportunity.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, hereby express their strong support for the Scott Ranch Road bridge project and their commitment toward making the project a reality.

BE IT FURTHER RESOLVED that the Mayor and Council hereby approve the City's submission of a grant application under the 2023 RAISE program criteria for \$23,568,478.45, the funding needed to complete construction of the Scott Ranch Road bridge project.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the grant application and any other pertinent documents on behalf of the City of Show Low.

PASSED AND ADOPTED this 21st day of February, 2023, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna Atencio, City Attorney

CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Resolution No. R2023-05 Deeding a Portion of City Property to Don and Pauline Romero and Paul Crews in Exchange for Abandoning Roadway Easement (Morgan Brown)

RECOMMENDATION

I **MOVE** to approve Resolution No. R2023-05 deeding a portion of City property to Don and Pauline Romero and Paul Crews in exchange for abandoning a roadway easement and authorizing the Mayor to sign all documents for this transaction.

BACKGROUND

The City was approached by Don Romero and Ed Crews regarding a boundary issue. The property owned by Messrs. Romero and Crews is in Navajo County and not the City. When Mr. Crews built a garage on the property, it did not meet setback requirements. Mr. Crews cannot do a property split and sell the property to his son-in-law, Mr. Romero, without the property being in compliance with county regulations. The City owns the property next to Mr. Crews. Messrs. Crews and Romero met with the City to look at easements and roadways in the area. Messrs. Crews and Romero have an easement that goes through the City property and by two City wells and tank. The City would like to fence and secure this area. An alternative plan was discussed between Messrs. Crews and Romero where Crews and Romero would abandon any rights in the easement as depicted on the map so the City could secure the tank and well area. In exchange, the City would grant them ten feet of property on the west side to clear up their setback issue with the County. All parties have agreed, reviewed, and signed the documents.

Staff recommends approving the deeding of a portion of City property to Don and Pauline Romero and Paul Crews in exchange for abandoning a roadway easement and authorizing the Mayor to sign all documents for this transaction.

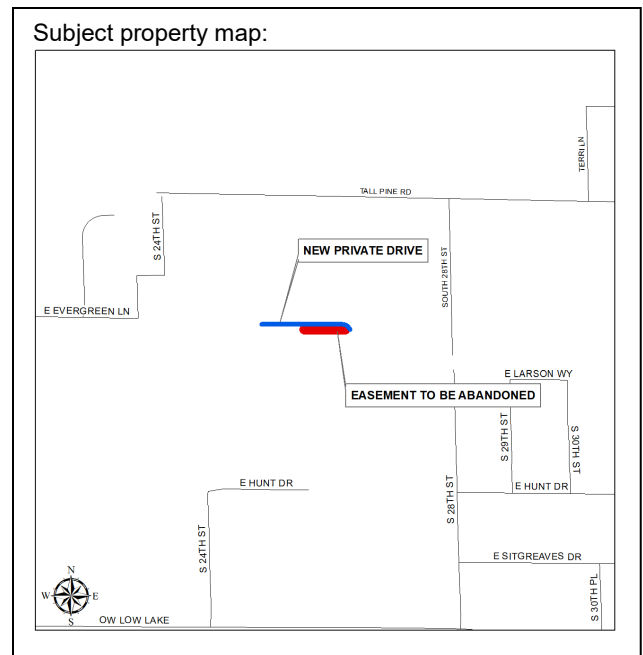
Attachments:

Resolution No. R2023-05

Agreement to Exchange Property for Abandonment of Easement

Special Warranty Deed – City to Crews

Abandonment of Easement – Romero/Crews to City



CITY OF SHOW LOW RESOLUTION NO. R2023-05

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SHOW LOW, ARIZONA, DEEDING A PORTION OF CITY
PROPERTY TO DON M. ROMERO AND PAULINE J. ROMERO
AND PAUL E. CREWS IN EXCHANGE FOR ABANDONING A
ROADWAY EASEMENT**

RECITALS:

WHEREAS, an Easement Deed was recorded in instrument number 2002-25280, of the Records of Navajo County, Arizona, on December 5, 2002, providing access across Parcels 2 and 3 to Don M. Romero and Pauline J. Romero and Paul E. Crews (Hereinafter "Romero"); and

WHEREAS, said easement includes, but is not limited to, a twenty-five foot (25') wide portion over the property described as parcels 2 and 3 in the document recorded in instrument number 2002-25280 of the Records of Navajo County, Arizona and incorporated herein by reference; and

WHEREAS, the property described above is now owned by the City of Show Low (Hereinafter "City"), a municipal corporation, when they purchased the Pineview Water System; and

WHEREAS, Romero and Crew need additional property to do a lot split, and the City would like to protect the well and tank by abandoning a portion of the easement; and

WHEREAS, the parties have agreed in a separate agreement for the abandonment of a portion of the easement in exchange for the City deeding a portion of City property to Romero and Crews; and

WHEREAS, Romero relinquishes all rights, title, and interest in a portion of the easement deed recorded in Navajo County, Arizona, in instrument number #2002-25280 over the property described as parcels 2 and 3 and more particularly described in Exhibit A attached hereto, and declares that portion of said easement abandoned.

ENACTMENT:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Show Low, Navajo County, State of Arizona, deeding a portion of City property as described in the attached legal description as Exhibit A to Don M. Romero and Pauline J. Romero and Paul E. Crews in exchange for abandoning rights to the easement as described in the attached legal description as Exhibit B.

BE IT FURTHER RESOLVED authorizing the Mayor to sign the necessary documentation for said exchange by the City, which documentation shall be recorded in the Office of the Navajo County Recorder.

PASSED AND ADOPTED this 21st day of February, 2022, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

EXHIBIT A

The westerly 10 feet of the following described property

The part of the northeast quarter of section 4, township 9 north, range 22 east of the Gila and Salt River Base Meridian, Navajo County, Arizona, described as follows:

Commencing from the center of section 4

Thence South 88°59'30" East 335.45 feet to the Point of Beginning; Thence North 01°49'35" West 95.41 feet; Thence South 89°06'50" East 223.05 feet; Thence South 01°49'35" East 95.41 feet; Thence North 89°06'50" West 223.05 feet to the Point of Beginning

EXHIBIT B

Portion of easement to be abandoned (FEE#2002-25280)

A parcel of land lying within the Northeast quarter of Section 4, Township 9 North, Range 22 East of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

Commencing at the Center quarter corner of section 4, said point being monumented by a 1 ½ inch axle, thence South 88°59'21" East along the East-West mid-section line a distance of 335.76 feet, thence continuing along said mid-section line South 89°06'50" east a distance of 335.54 feet thence North 01°56'08" West a distance of 72.01 feet to the TRUE POINT OF BEGINNING:

Thence North 89°06'50" West a distance of 25.03 feet; thence North 01°56'08" West a distance of 25.03 feet; thence South 89°06'50" East a distance of 207.55 feet; thence South 01°56'08" East a distance of 25.03'; thence North 89°06'50" West a distance of 182.52 feet to the TRUE POINT OF BEGINNING:

Portion of easement to be remain (FEE#2002-25280)

A parcel of land lying within the Northeast quarter of Section 4, Township 9 North, Range 22 East of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

Commencing at the Center quarter corner of section 4, said point being monumented by a 1 ½ inch axle, thence South 88°59'21" East along the East -West mid-section line a distance of 335.76 feet, thence continuing along said mid-section line South 89°06'50" East a distance of 335.54 feet thence North 01°56'08" West a distance of 72.01 feet; thence North 01°56'08" West a distance of 25.03 feet; thence South 89°06'50" East a distance of 182.52 feet to the TRUE POINT OF BEGINNING:

Thence South 89°06'50" East a distance of 67.78 feet; thence South 02°02'37" East a distance of 68.89 feet to a point of curvature, which said curve being concave to the Northeast and having a radius of 30.00 feet; thence Southeasterly and to the left along said curve, through a central angle of 86°59'02" an arc length of 45.54 feet having chord bearing of South 45°33'08" East and a chord length of 41.30 feet to a point on the East-West mid-section line of said section 4; thence North 89°53'46" West along said mid-section line a distance of 53.46 feet; thence North 02°03'37" West a distance of 49.34 feet to a point of curvature, which said curve being concave to the Southwest and having a radius of 25.00 feet; thence Northwesterly and to the left along said curve, through a central angle of 87°03'13" an arc length of 37.98 feet having a chord bearing of North 45°35'14" West and a chord length of 34.43 feet; thence north 89°06'50" West a distance of 19.05 feet thence North 01°56'08" West a distance of 25.05 feet to the TRUE POINT OF BEGINNING:

When recorded return to:
City Clerk / City of Show Low
180 N. 9th Street
Show Low, AZ 85901

SPECIAL WARRANTY DEED

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

CITY OF SHOW LOW, an Arizona municipal corporation, the GRANTOR,

does hereby convey to

PAUL E. CREWS, Trustee of the Paul E. Crews and Mary E. Crews Revocable Living Trust
dated January 16, 1997, GRANTEE,

the following described real property situated in Navajo County, Arizona, with the title being conveyed to the GRANTEE as set forth in the attached acceptance by the GRANTEE, if applicable:

The westerly 10 feet of the following described property:

The part of the northeast quarter of section 4, township 9 north, range 22 east of the Gila and Salt River Base Meridian, Navajo County, Arizona, described as follows:

Commencing from the center of section 4

Thence South 88°59'30" East 335.45 feet to the Point of Beginning; Thence North 01°49'35" West 95.41 feet; Thence South 89°06'50" East 223.05 feet; Thence South 01°49'35" East 95.41 feet; Thence North 89°06'50" West 223.05 feet to the Point of Beginning

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way, and easements of record.

And the GRANTOR binds itself and its successors to warrant and defend the title, as against all acts of the GRANTOR herein and no other, subject to the matters above set forth.

AFFIDAVIT EXEMPT: A.R.S. 11-1134(A)(3)

DATED: _____

CITY OF SHOW LOW
an Arizona municipal corporation,

John Leech, Jr., Mayor

STATE OF ARIZONA)
) ss.
County of Navajo)

On February ____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared John Leech, Jr., Mayor of the City of Show Low, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument.

Witness Whereof, I have set my hand and official seal.

My commission expires _____

Notary Public

ACCEPTED BY GRANTEE:

PAUL E. CREWS, Trustee

Paul E. Crews and Mary E. Crews Revocable Living Trust dated January 16, 1997

PAUL E. CREWS, Trustee

When recorded return to:
CITY OF SHOW LOW
Attn: City Clerk
180 N. 9th Street
Show Low, AZ 85901

ABANDONMENT OF EASEMENT

WHEREAS, an Easement Deed was recorded in instrument number 2002-25280, of the Records of Navajo County, Arizona, on December 5, 2002, providing access across Parcels 2 and 3 to Don M. Romero and Pauline J. Romero and Paul E. Crews (Hereinafter "Romero"); and

WHEREAS, said easement includes, but is not limited to, a twenty-five foot (25') wide portion over the property described as parcels 2 and 3 in the document recorded in instrument number 2002-25280 of the Records of Navajo County, Arizona and incorporated herein by reference; and

WHEREAS, the property described above is now owned by the City of Show Low (Hereinafter "City"), a municipal corporation, and;

WHEREAS, the parties have agreed in a separate agreement for the abandonment of a portion of the easement in exchange for the City deeding a portion of City property to Romeros and Crews.

NOW THEREFORE, for one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Don M. Romero and Pauline J. Romero and Paul E. Crews, Trustee of the Crews Trust do hereby relinquishes all rights, title, and interest in a portion of the easement deed recorded in Navajo County, Arizona in instrument number #2002-25280 over the property described as parcels 2 and 3 and more particularly described in Exhibit A attached hereto, and declares that portion of said easement abandoned.

Dated this ____ day of February, 2023

DON M. ROMERO and PAULINE J. ROMERO

Don M. Romero

Pauline J. Romero

PAUL E. CREWS, Trustee of the Crews Trust

PAUL E. Crews, Trustee

State of Arizona)
) ss.
County of Navajo)

On February_____, 2023, before me, a notary public in and for said State, personally appeared Don M. Romero and Pauline J. Romero, known by me personally or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity.

Notary Public

My Commission Expires:

State of Arizona)
) ss.
County of Navajo)

On February_____,2023, before me, a notary public in and for said State, personally appeared Paul E. Crews, Trustee of the _____ Trust, known by me personally or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity.

Notary Public

My Commission Expires:

EXHIBIT A

Portion of easement to be abandoned (FEE#2002-25280)

A parcel of land lying within the Northeast quarter of Section 4, Township 9 North, Range 22 East of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

Commencing at the Center quarter corner of section 4, said point being monumented by a 1 ½ inch axle, thence South 88°59'21" East along the East-West mid-section line a distance of 335.76 feet, thence continuing along said mid-section line South 89°06'50" East a distance of 335.54 feet thence North 01°56'08" West a distance of 72.01 feet to the TRUE POINT OF BEGINNING:

Thence North 89°06'50" West a distance of 25.03 feet; thence North 01°56'08" West a distance of 25.03 feet; thence South 89°06'50" East a distance of 207.55 feet; thence South 01°56'08" East a distance of 25.03'; thence North 89°06'50" West a distance of 182.52 feet to the TRUE POINT OF BEGINNING:

Portion of easement to be remain (FEE#2002-25280)

A parcel of land lying within the Northeast quarter of Section 4, Township 9 North, Range 22 East of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

Commencing at the Center quarter corner of section 4, said point being monumented by a 1 ½ inch axle, thence South 88°59'21" East along the East -West mid-section line a distance of 335.76 feet, thence continuing along said mid-section line South 89°06'50" East a distance of 335.54 feet thence North 01°56'08" West a distance of 72.01 feet; thence North 01°56'08" West a distance of 25.03 feet; thence South 89°06'50" East a distance of 182.52 feet to the TRUE POINT OF BEGINNING:

Thence South 89°06'50" East a distance of 67.78 feet; thence South 02°02'37" East a distance of 68.89 feet to a point of curvature, which said curve being concave to the Northeast and having a radius of 30.00 feet; thence Southeasterly and to the left along said curve, through a central angle of 86°59'02" an arc length of 45.54 feet having chord bearing of South 45°33'08" East and a chord length of 41.30 feet to a point on the East-West mid-section line of said section 4; thence North 89°53'46" West along said mid-section line a distance of 53.46 feet; thence North 02°03'37" West a distance of 49.34 feet to a point of curvature, which said curve being concave to the Southwest and having a radius of 25.00 feet; thence Northwesterly and to the left along said curve, through a central angle of 87°03'13" an arc length of 37.98 feet having a chord bearing of North 45°35'14" West and a chord length of 34.43 feet; thence north 89°06'50" West a distance of 19.05 feet thence North 01°56'08" West a distance of 25.05 feet to the TRUE POINT OF BEGINNING:



TERRI LN

TALL PINE RD

S 24TH ST

E EVERGREEN LN

NEW PRIVATE DRIVE

SOUTH 26TH ST

E LARSON WY

EASEMENT TO BE ABANDONED

S 29TH ST

S 30TH ST

E HUNT DR

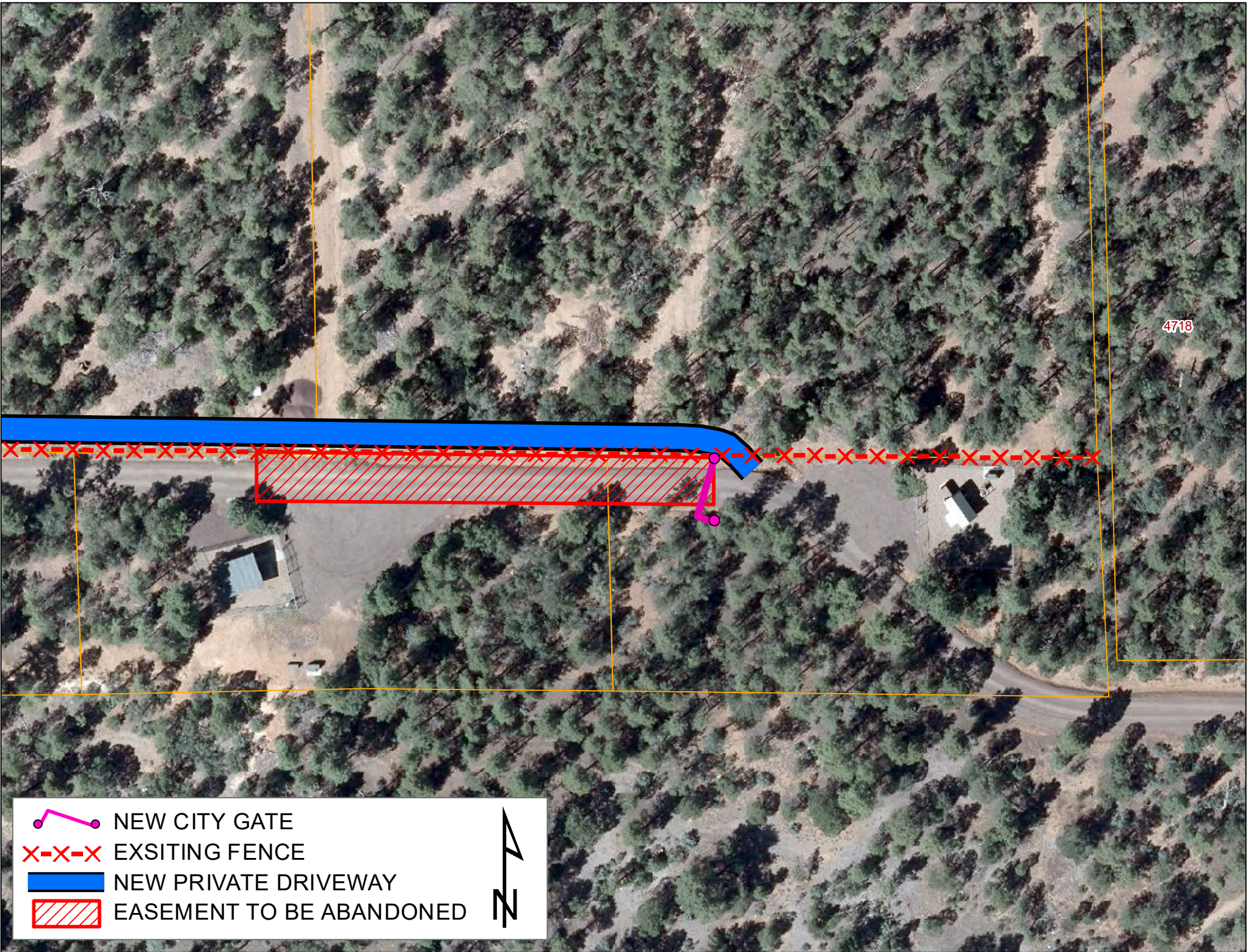
S 28TH ST

E HUNT DR

E SITGREAVES DR

S 30TH PL

OW LOW LAKE



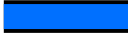
4718



NEW CITY GATE



EXSITING FENCE



NEW PRIVATE DRIVEWAY



EASEMENT TO BE ABANDONED



CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: Consideration of Resolution No. R2023-06 Approving and Authorizing Intergovernmental Agreement with Maricopa County for Maricopa County Sheriff's Office Sworn Officer Training Academy (Brad Provost)

RECOMMENDATION

I **MOVE** to adopt Resolution No. R2023-06 approving and authorizing Intergovernmental Agreement with Maricopa County for Maricopa County Sheriff's Office Sworn Officer Training Academy and authorizing the Mayor to sign said agreement.

BACKGROUND

Show Low has been sending officers to the local police academy in Taylor, AZ. Due to low enrollment numbers; however, the January 2023 class was canceled. After researching various academies around the state, Maricopa County Sheriff's Office (MCSO) proved to be the most cost-effective and convenient option.

Two Show Low police recruits started the basic training class on January 30, 2023. As a condition of keeping them in the academy, an Intergovernmental Agreement must be approved by Show Low City Council and the Maricopa County Board of Supervisors.

Once approved, the agreement is valid for two years and will be used on an "as-needed basis." There is a \$750 per recruit fee to attend the academy. There are no other ongoing costs or charges.

This agreement may be canceled at any time by either party with a two months written notice.

This resolution approves an intergovernmental agreement with Maricopa County for the Maricopa County Sheriff's Office Sworn Officer Training Academy with an expiration date of March 31, 2025.

Attachments:
Resolution No. R2023-06
Intergovernmental Agreement

CITY OF SHOW LOW RESOLUTION NO. R2023-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHOW LOW AND MARICOPA COUNTY FOR THE MARICOPA COUNTY SHERIFF'S OFFICE SWORN OFFICER BASIC TRAINING ACADEMY.

RECITALS:

WHEREAS, Show Low Police Department needs a backup option for police academy training that can provide certified Arizona Peace Officer Standards training to recruits who meet the qualifications and are sponsored by Show Low Police Department; and

WHEREAS, Maricopa County, the governing body for the Maricopa County Sheriff's Office (MCSO), has agreed to provide training space, when available, for Show Low Police Department officer recruits to attend scheduled Sworn Officer Basic Training Academy; and

WHEREAS, the City of Show Low Police Department wishes to participate in sponsoring recruits to attend MCSO's Sworn Officer Basic Training Academy, which will certify new recruits and provide a pool of qualified officers to serve the community; and

WHEREAS, the City of Show Low and Maricopa County are authorized pursuant to A.R.S. Section 11-952 to enter into this agreement.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, hereby authorize the City to enter into an Intergovernmental Agreement with Maricopa County for the Maricopa County Sheriff's Office Sworn Officer Basic Training Academy.

BE IT FURTHER RESOLVED authorizing the Mayor to sign said Agreement.

PASSED AND ADOPTED this 21st day of February, 2023, by the Mayor and Council of the City of Show Low, Arizona.

John Leech, Jr., Mayor

ATTEST:

Rachael Hall, City Clerk

APPROVED AS TO FORM:

Anna M. Atencio, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY AND CITY OF SHOW LOW
REGARDING MARICOPA COUNTY SHERIFF'S OFFICE
BASIC TRAINING ACADEMY
C-50-23-___-X-00**

This INTERGOVERNMENTAL AGREEMENT (IGA) is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona on behalf of the SHERIFF'S OFFICE ("MCSO") and the CITY OF SHOW LOW, an Arizona municipal corporation, ("Show Low") on behalf of its police department, collectively referred to as the "Parties." Under A.R.S. § 11-952, which authorizes public agencies to enter into Intergovernmental Agreements, the Parties enter into this IGA regarding City of Show Low Police Department, "Show Low PD," participation in MCSO's Sworn Basic Training Academy.

RECITALS

MCSO offers Sworn Officer Basic Training Academy on an as-needed basis and generally has space for additional participants and whereas Show Low has sworn employee recruits that are required to be trained according to the State of Arizona Peace Officer Standard Training ("AZPOST").

Parties agree to the following terms and conditions.

AGREEMENT

This agreement is effective April 1, 2023 through March 31, 2025, the Initial Term, upon Maricopa County Board of Supervisor approval.

MCSO will:

1. Provide training space as available for Show Low PD recruit officers to attend scheduled Sworn Basic Training Academy.
2. Reserve the right in its sole discretion to decide whether the Show Low PD recruits maintain the academic standings necessary to continue in the academy class.
3. Retain the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all sworn officer training academy participants.
4. Provide Show Low original individual training records for each Show Low PD recruit upon completion of the MCSO Academy or termination of the recruit's attendance at the MCSO Academy. MCSO will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole consistent with the requirements of state law.
5. Treat Show Low PD recruits in the same manner as MCSO recruits for purposes of training, academics, ethics and discipline.
6. Require Show Low to investigate Show Low PD recruits should a situation arise for an internal affairs investigation concerning the actions of a Show Low PD recruit.

7. Bill Show Low a non-refundable registration in the amount of \$750, payable to Maricopa County, per Show Low PD recruit.
8. Review its costs and charges as needed and process amendments to this Agreement for future increases, not later than April of each fiscal year, to be effective with the new fiscal year.

Show Low will:

1. Understand and agree that the curriculum will consist of the standard MCSO training program for MCSO, including MCSO's policies and procedures.
2. Provide required training supplies such as but not limited to, weapons, ammunition, devices, and uniforms for Show Low PD recruits and employees participating in MCSO Sworn Training Academy.
3. Ensure its employee participants have received infectious disease testing and required immunizations and have undergone health related pre-requisites applicable MCSO academy attendees prior to the first day of training. Proof of the preceding requirements will be necessary for the participant's records prior to the academy start.

CDC and Maricopa County guidelines will be followed concerning COVID-19.

4. Pay MCSO within 30 days of receipt of invoice.
5. Accept that there is no guarantee that any minimum number of candidates from the Show Low PD will be accepted to attend the academy because enrollment is based on MCSO's determination of appropriate space/resource availability and because MCSO candidates have enrollment priority.

The Parties agree:

1. Each Party (as "indemnitor") agrees to indemnify, defend, 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 the negligent performance of this IGA, 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.
2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the Parties shall be only those expressly set forth in this Agreement.
3. Parties acknowledge that under this IGA no employee or participant of the Show Low PD is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. Show Low PD shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold MCSO harmless with respect thereto. Show Low shall also be

responsible for automobile liability for its recruits and employees related to participation in Sworn Training Academy activities.

4. Each Party to this Agreement warrants compliance with the Immigration and Nationality Act (INA using E-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). Each Party shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the other Party upon request. These warranties shall remain in effect through the term of this Agreement. Each Party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV. Each Party retains the legal right to inspect contractor and subcontractor employee documents performing work under this Agreement to verify compliance with this Agreement. Each Party and its subcontractors shall be given reasonable notice of the other Party's intent to inspect and shall make the documents available at the time and date specified. Should either Party find that the other Party or any of its subcontractors are not in compliance; such non-compliance may be considered a material breach of this Agreement and may pursue any and all remedies allowed by law. Nothing set out herein shall make any subcontractor an agent or employee of either Party.
5. Each party shall comply with all applicable laws, ordinances, executive orders, rules, regulations, standards, and codes of the federal, state, and local government whether or not specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).
6. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained and subject at all reasonable times to inspection and audit by the State for five (5) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.
7. Any litigation arising from the IGA or the performance thereof will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.
8. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Maricopa County Board and Show Low City Council approval.
9. This IGA may be terminated at any time by either Party by mailing the other Party written notice of termination by certified mail two (2) months in advance of the requested date of termination. In the event that a Party decides to terminate this IGA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms. The Parties agree that

any such termination shall not become effective with respect to the current recruits then enrolled in a training rotation until the recruits' training is completed, provided that MCSO continues to have sufficient staffing and other resources to continue the training until that date.

10. Notice is given that pursuant to A.R.S. § 38-511 the Parties may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Parties is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other Party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Parties from either Party to the contract arising as the result of the Contract.
11. This IGA is effective when signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.
12. This document is the complete and exclusive statement of understanding between the Parties, and it supersedes all proposals, oral or written, and other documents or communications between the Parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.
13. Any provision of this IGA which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.
14. Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant or condition herein.
15. This Agreement will automatically renew for up to two, one-year terms following the Initial Term, unless either Party provides notice to terminate, per Section 9, above.

17. Any notice to be given under this IGA shall be sent to the Parties listed below.

If to MCSO:

Chief of Administration
Maricopa County Sheriff's Office
550 W Jackson, 5th Floor
Phoenix, AZ 85003

If to Show Low PD:

Show Low Police Dept.
Commander Jeff McNeil
411 E. Deuce of Clubs
Show Low, AZ 85901

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date of the last signature set forth below.

City of Show Low, an Arizona
Municipal Corporation

MARICOPA County, a political subdivision
of the State of Arizona

BY:

BY:

Mayor Date

Clint Hickman Date
Chairman

ATTEST:

ATTEST:

City Clerk Date

Juanita Garza Date
Clerk of the Board

City of Show Low Police Department

Maricopa County Sheriff

BY:

BY:

Chief Date

Paul Penzone Date
Sheriff

Approved as to form:

Approved as to form:

City Attorney Date

Deputy County Attorney Date

MINUTES OF THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL HELD ON TUESDAY, FEBRUARY 7, 2023, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 181 NORTH 9TH STREET, SHOW LOW, NAVAJO COUNTY, ARIZONA

1. Call to Order.

Mayor Leech called the meeting to order at 7:00 p.m.

2. Roll Call.

COUNCIL MEMBERS PRESENT: Mayor Leech, Councilman Adams, Councilman Clark, Councilman Allsop, Councilman Hatch, and Councilman Judd.

COUNCIL MEMBERS ABSENT: Vice Mayor Kakavas.

STAFF MEMBERS PRESENT: Morgan Brown, City Manager; Anna Atencio, City Attorney; Justin Johnson, Deputy City Manager; Brad Provost, Police Chief; Shane Hemesath, City Engineer; Stephanie McQuillan, Human Resources Manager; Cari Bilbie, Accounting Manager; Ashley Ryan, Safety/Loss Coordinator; Jay Brimhall, Community Services Director; Justen Tregakes, Planning and Zoning Director; Kathy Clements, Assistant City Clerk; and Rachael Hall, City Clerk.

GUESTS: Ed and Kathy Muder, Derik and Stephanie Whipple, Margie Muder, Clair Thomas, Rick Fernau, Dawn Wilson, Glenn Kephart, Daryl Seymore, Dawnafe Whitesinger, Neil Traver, Riala Leech, Cathy Reed, Phil Uhen, Mannie Bowler, David Clouse, Jacque Allen, John and Beth Jarrett, Todd and Misty Lee, Amy Tregakes, Chris and Nicole Hudson and others.

3. Invocation.

Councilman Adams gave the invocation.

4. Pledge of Allegiance.

Mayor Leech led the Council and audience in the pledge of allegiance.

5. **CALL TO THE PUBLIC:**

Any citizen desiring to speak on a matter that is within the jurisdiction of the City Council may do so at this time. Comments may be limited to three minutes per person and shall be addressed to the City Council as a whole, and not to any individual member. Issues raised shall be limited to those within the jurisdiction of the City Council. Pursuant to the Arizona Open Meeting Law, the City Council cannot discuss or act on items presented at this time. At the conclusion of the call to the public, individual City Council members may (1) respond to criticism

made by those who have spoken, (2) ask staff to review a matter, and (3) ask that a matter be put on a future agenda.

None.

6. **SPECIAL EVENTS:**

A. Recognition of Retiring City Employee, Ed Muder.

A video presentation was shown of current and past City Council members extending their well wishes and appreciation to Mr. Muder for his commitment, dedication, tireless effort, and outstanding work he did for the City of Show Low over the past 34 years.

Mayor Leech invited the public to share their thoughts and wishes with Mr. Muder.

Navajo County Supervisors Seymore and Whitesinger and County Manager Mr. Kephart expressed their appreciation to Mr. Muder for his hard work and dedication in building a community and the partnerships he fostered.

Mr. Traver, on behalf of Real AZ Economic Development, expressed appreciation for Mr. Muder's dedication to regional economic development.

Ms. Wilson said it had been an honor working with Mr. Muder and thanked him for the wonderful job he had done for the City.

Ms. McQuillan, on behalf of People Encouraging Participation (PEP Squad), thanked Mr. Muder for his help and support.

City Council members thanked Mr. Muder for everything he had done for the City.

Mr. Muder said that the City had learned over the years that great things could be accomplished when the Council, staff, and community worked together. Mr. Muder encouraged everyone to keep working together to accomplish great things for the future.

Mr. Muder said he was grateful for the opportunity he had to serve Show Low, his family for all their support throughout the years, and the great staff.

B. Presentation of Annual Report by Show Low Historical Society

Clair Thomas, Show Low Historical Society Museum Executive Director, said the 2022 season numbers were up from the previous season with a visitor count of 4,310.

Ms. Thomas said the Museum had 13 volunteers who donated 1,880 hours and could not operate without them. The Museum also accepted 208 donations.

Ms. Thomas, on behalf of the Board of the Show Low Historical Society Board of Directors and staff, expressed gratitude for the assistance received in obtaining a new roof on the Navajo County side of the building and was grateful for the new sign.

Ms. Thomas said the Silver Creek Railroad Club, whom the museum partnered with, received a \$1,000.00 grant for the continuation of the Railroad exhibit.

Ms. Thomas thanked the City for the beautiful holiday decorations. Her heart was filled with joy seeing the Reidhead House all dressed up for the Holiday Season.

Ms. Thomas said the Museum would open on March 1 and looked forward to the Museum's 28th year.

7. **CONSENT CALENDAR:**

- A. Consideration of Acceptance of Grant Funding from Robert D. Fischer Foundation, Inc., and Arizona Law Enforcement Canine Association and Associated Budget Transfers. (Brad Provost)
- B. Consideration of Acceptance of Frontier Inclusive Park Playground Installation, City of Show Low Project No. FM-2622. (Shane Hemesath)
- C. Consideration of Minutes of Show Low City Council meetings:
 - (1) Study Session of January 17, 2023
 - (2) Regular Meeting of January 17, 2023.

COUNCILMAN CLARK MOVED TO APPROVE THE CONSENT CALENDAR AS PRESENTED; SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0 WITH MAYOR LEECH AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.

8. **NEW BUSINESS:**

- A. Consideration of Award of Construction Contract for East Hall and North 11th Street Bridge Replacement, City of Show Low Project No. R-0922 and Authorization of Associated Budget Transfers. (Shane Hemesath)

Mr. Hemesath said the City's fiscal year 2022 Capital Improvement Plan budget included \$225,000.00 for a roadway improvement project labeled "Hall and 11th Street Box Culvert". The scope of work included constructing a pre-cast box culvert, 400 linear feet of new curb, 3,000 square feet of new sidewalk, Americans with Disabilities ramps, electrical conduit, irrigation sleeves, and new drainage infrastructure to facilitate the new bridge replacement. The work also included replacing 110 linear feet of eight-inch sewer main and installing a new sewer manhole under the bridge section. The work would take place along East Hall near the North 11th Street intersection.

Mr. Hemesath said Ironside Engineering designed the project with a construction estimate of \$350,000.00. The project was publicly bid according to statutory requirements with the following results:

<u>Contractor</u>	<u>Total Bid</u>
McCauley Construction	\$550,782.00
Conco Concrete Specialist	\$555,087.75
Navapache Construction	\$597,953.91
Jud Co LLC	\$855,900.00

Mr. Hemesath said that due to rising construction costs, the excess funding to construct the project would come from the Joe Tank Road Improvements project funding. The Joe Tank Road Improvement project was not scheduled to be constructed in fiscal year 2023 and would be re-budgeted for fiscal year 2024 budget.

Mr. Hemesath said staff recommended awarding the construction contract for East Hall and North 11th Street Bridge Replacement, City of Show Low Project No. R-0922, to McCauley Construction in an amount not to exceed \$550,782.00 and authorizing the associated budget transfers.

Councilman Allsop asked if this project would help reduce some of the flooding in the area. Mr. Hemesath said the storm experienced last summer was a 250-year event for which nothing was designed, so rain of that magnitude would continue to affect areas in the flood plain. However, the new box was designed to have the same, if not slightly bigger, capacity than the existing structure, so no additional obstructions or backup water would happen due to the design of the box.

Mayor Leech asked when the project would start. Mr. Hemesath said the pre-cast structure was built; however, the project would be installed in May or June as the area had to be dry. The sewer would be rebuilt first,

then the floor poured and allowed to cure, and then the prefabricated structure would be installed. The project would be completed faster with the prefabricated product.

COUNCILMAN ALLSOP MOVED TO APPROVE THE AWARD OF THE CONSTRUCTION CONTRACT FOR EAST HALL AND NORTH 11TH STREET BRIDGE REPLACEMENT, CITY OF SHOW LOW PROJECT NO. R-0922 AND AUTHORIZATION OF ASSOCIATED BUDGET TRANSFERS; SECONDED BY COUNCILMAN ADAMS; PASSED 6 TO 0, WITH MAYOR LEECH AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.

- B. Consideration of Award of Construction Contract for East Owens Roadway Extension, City of Show Low Project No. R-3122 and Authorization of Associated Budget Transfers. (Shane Hemesath)

Mr. Hemesath said the City's fiscal year 2022 Capital Improvements Plan budget included \$305,000.00 for a roadway improvement project labeled "East Owens Central to 2nd Street". The scope of work included constructing an 850-foot two-lane roadway extension with a three-inch asphalt over an eight-inch aggregate base section, 1,600 linear feet of new curb, 5,000 square feet of new sidewalk, Americans with Disabilities Act ramps, driveways, and new drainage infrastructure to facilitate the new roadway extension improvement. The work would take place along East Owens from South Central Avenue to 2nd Street.

Mr. Hemesath said Ironside Engineering designed the project with a construction estimate of \$450,000.00. The project was publicly bid according to statutory requirements with the following results:

<u>Contractor</u>	<u>Total Bid</u>
Western Grade, LLC	\$467,159.00
McCauley Construction	\$553,040.00
Conco Concrete Specialist	\$597,454.75
Perkins Cinders Inc.	\$646,564.23
Jud Co LLC	\$689,640.00
Navapache Construction	\$725,940.69
Surface Contracting	\$811,415.00

Mr. Hemesath said that due to rising construction costs, the excess funding to construct the project would come from the Joe Tank Road Improvement project. The Joe Tank Road Improvement project was not scheduled to be constructed in fiscal year 2023 and would be re-budgeted for fiscal year 2024 budget.

Mr. Hemesath said staff recommended awarding the construction contract for the East Owens Roadway Extension, City of Show Low Project No. R-

3122, to Western Grade, LLC, in an amount not to exceed \$467,159.00 and authorizing the associated budget transfers.

COUNCILMAN ADAMS MOVED TO APPROVE THE AWARD OF THE CONSTRUCTION CONTRACT FOR EAST OWENS ROADWAY EXTENSION, CITY OF SHOW LOW PROJECT NO. R-3122 AND AUTHORIZATION OF ASSOCIATED BUDGET TRANSFERS; SECONDED BY COUNCILMAN HATCH; PASSED 6 TO 0, WITH MAYOR LEECH AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.

- C. Consideration of Award of Construction Contract for Parkview Waterline Replacement Project, City of Show Low Project No. W-6422 and Authorization of Associated Budget Transfers. (Shane Hemesath)

Mr. Hemesath said the City's fiscal year 2022 Capital Improvements Plan budget included \$150,000.00 for a waterline improvement project labeled "Parkview Subdivision Waterline Replacement". The scope of work included constructing approximately 1,200 linear feet of new eight-inch C-900 PVC waterline, including fire hydrants, new water services, and required fittings. The scope of work also included installing any concrete or pavement removed during the work. The work would take place in the Parkview Subdivision along South 13th Drive, West Nikolaus, and West Oliver.

The City's Engineering department designed the project with a construction estimate of \$235,000.00. The project was publicly bid according to statutory requirements with the following results:

<u>Contractor</u>	<u>Total Bid</u>
Apache Underground and Excavating	\$280,564.00
Navapache Construction	\$309,131.45
Jud Co LLC	\$408,700.00
Western Grade, LLC	\$414,093.00
Conco Concrete Specialist	\$435,298.75
Kinney Construction LLC	\$511,169.00

Mr. Hemesath said that due to rising construction costs, the excess funding to construct the project would come from Capital carryover funds and funds from the General Improvements budget line item.

Mr. Hemesath said staff recommended awarding the construction contract for the Parkview Waterline Replacement Project, City of Show Low Project No. W-6422, to Apache Underground and Excavating in an amount not to exceed \$280,564.00 and authorizing the associated budget transfers.

Councilman Allsop asked if this was the last street in the area for water mains. Mr. Hemesath said yes regarding water mains, but some sewer line work still needed to be done.

Councilman Judd asked if all three projects were scheduled for May and June. Mr. Hemesath said yes, due to material delays. As materials become available, the water projects may move up.

COUNCILMAN JUDD MOVED TO APPROVE THE AWARD OF CONSTRUCTION CONTRACT FOR PARKVIEW WATERLINE REPLACEMENT PROJECT, CITY OF SHOW LOW PROJECT NO. W-6422 AND AUTHORIZATION OF ASSOCIATED BUDGET TRANSFERS; SECONDED BY COUNCILMAN ALLSOP; PASSED 6 TO 0, WITH MAYOR LEECH AND COUNCIL MEMBERS ADAMS, ALLSOP, CLARK, HATCH, AND JUDD VOTING IN FAVOR.

9. **SUMMARY OF CURRENT EVENTS:**

A. Council Members

Councilman Judd attended the Daddy-Daughter Dance and thanked the staff who put the event together.

B. Mayor

Mayor Leech said that the Show Low BBQ Throwdown would be the first weekend in May.

C. City Manager

Mr. Brown said the City was still accepting applications from citizens interested in serving on the Show Low Aviation Advisory Committee, Board of Adjustment, Parks and Recreation Advisory Committee, and the Planning and Zoning Commission. Applications were available at City Hall or on the City's website at showlowaz.gov. The City Clerk's office was accepting applications through March 3.

Mr. Brown said that for those who liked to play softball, registration opened on February 1 for spring one-pitch coed softball, and the games would start mid to late March.

Mr. Brown said that regarding public works projects, the City's contractor had completed the work on the East Huning. The water main was installed this week for the East Mills and Owens waterline replacement project and work continued for the West McNeil roadway reconstruction project with the asphalt cores taken this week to address possible bad

asphalt and compaction for the southern lane. Mr. Brown thanked the citizens for their patience as these important projects were completed.

10. **SCHEDULING OF MEETINGS:**

Scheduling of meetings, which may be brought up at this time.

None.

13. **ADJOURNMENT.**

There being no further business to be brought before the Council, **MAYOR LEECH ADJOURNED THE REGULAR MEETING OF THE SHOW LOW CITY COUNCIL OF FEBRUARY 7, 2023, AT 8:12 P.M.**

ATTEST:

APPROVED:

Rachael Hall, City Clerk

John Leech, Jr., Mayor

T:\docs\cc02072023

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the **REGULAR MEETING** of the City Council of Show Low held on February 7, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 20____.

(SEAL)

Rachael Hall, City Clerk

CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: **PUBLIC HEARING** and Consideration of Application Submitted by Eric Harold Ashworth and Tania Stephanie Mikus for #6, *Bar*, Liquor License on Behalf of One Eyed Jacks Sports Lounge for its Location at 4481 South White Mountain Road #2, Show Low, Arizona (Rachael Hall)

RECOMMENDATION

I **MOVE** to recommend **approval** to the State Liquor Board of the application submitted by Eric Harold Ashworth and Tania Stephanie Mikus for #6, *Bar*, Liquor License on behalf of One Eyed Jacks Sports Lounge for its location at 4481 South White Mountain Road #2, Show Low, Arizona.

OR

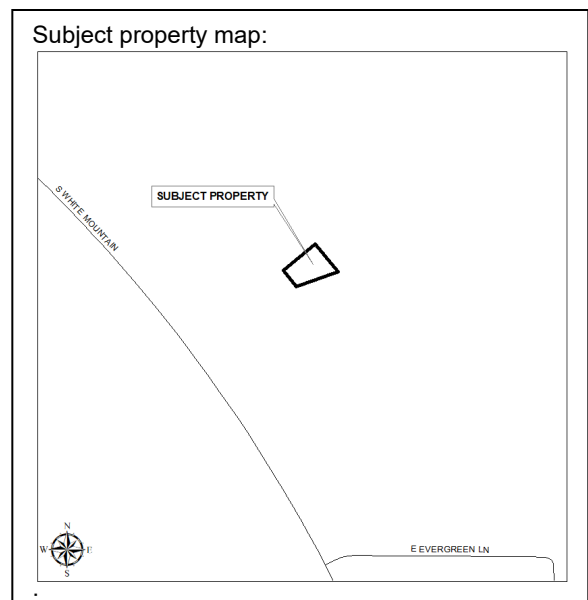
I **MOVE** to recommend **denial** to the State Liquor Board of the application submitted by Eric Harold Ashworth and Tania Stephanie Mikus for #6, *Bar*, Liquor License on behalf of One Eyed Jacks Sports Lounge for its location at 4481 South White Mountain Road #2, Show Low, Arizona (and **stating the reasons for denial**).

BACKGROUND

Eric Harold Ashworth and Tania Stephanie Mikus, representing One Eyed Jacks Sports Lounge, submitted a "location transfer" application for a #6, *Bar*, Liquor License for its location at 4481 South White Mountain Road #2. The request would transfer the existing #6, *Bar* license from the current location, 480 West Deuce of Clubs in Show Low, to the new location. As required by state law, the property was posted, and no public input was received.

The Show Low Police Department conducted a background check on the applicants and found nothing amiss. The Department of Liquor Licenses and Control conducts its own internal investigations and background checks. Based on the investigator's findings and the recommendation of the City Council, the State Liquor Board will decide whether to approve or deny the application. Note that if the City Council chooses to recommend **denial** of the application, **the motion must state the reasons for the denial**.

Attachments:
Application



State of Arizona
Department of Liquor Licenses and Control

Created 01/17/2023 @ 03:55:37 PM

Local Governing Body Report

LICENSE

Number:	06090033	Type:	006 BAR
Name:	ONE EYED JACKS SPORTS LOUNGE		
State:	Pending		
Issue Date:		Expiration Date:	05/31/2023
Original Issue Date:	11/30/1984		
Location:	4481 S WHITE MOUNTAIN ROAD #2 SHOW LOW, AZ 85901 USA		
Mailing Address:	8407 ORTEGA DRIVE SHOW LOW, AZ 85901 USA		
Phone:	(928)537-5929		
Alt. Phone:	(928)337-2454		
Email:	LUGOSSHOES@HOTMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	ERIC HAROLD ASHWORTH
Gender:	Male
Correspondence Address:	8407 ORTEGA DRIVE SHOW LOW, AZ 85901 USA
Phone:	(928)337-2454
Alt. Phone:	
Email:	LUGOSSHOES@HOTMAIL.COM

OWNER

Name:	T & E ENTERPRISES LLC		
Contact Name:	ERIC HAROLD ASHWORTH		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L19050605	State of Incorporation:	AZ
Incorporation Date:	02/18/2014		
Correspondence Address:	8407 ORTEGA DRIVE SHOW LOW, AZ 85901 USA		
Phone:	(928)243-6858		
Alt. Phone:			
Email:	LUGOSSHOES@HOTMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
ERIC HAROLD ASHWORTH	MEMBER	50.00
TANIA STEPHANIE MIKUS	MEMBER	50.00

T & E ENTERPRISES LLC - MEMBER

Name: ERIC HAROLD ASHWORTH
Gender: Male
Correspondence Address: 8407 ORTEGA DRIVE
SHOW LOW, AZ 85901
USA
Phone: (928)337-2454
Alt. Phone:
Email: LUGOSSHOES@HOTMAIL.COM

T & E ENTERPRISES LLC - MEMBER

Name: TANIA STEPHANIE MIKUS
Gender: Female
Correspondence Address: 8407 ORTEGA DRIVE
SHOW LOW, AZ 85901
USA
Phone: (928)551-7263
Alt. Phone:
Email: TUCHUFOX@GMAIL.COM

APPLICATION INFORMATION

Application Number: 225527
Application Type: Location Transfer
Created Date: 01/05/2023

QUESTIONS & ANSWERS

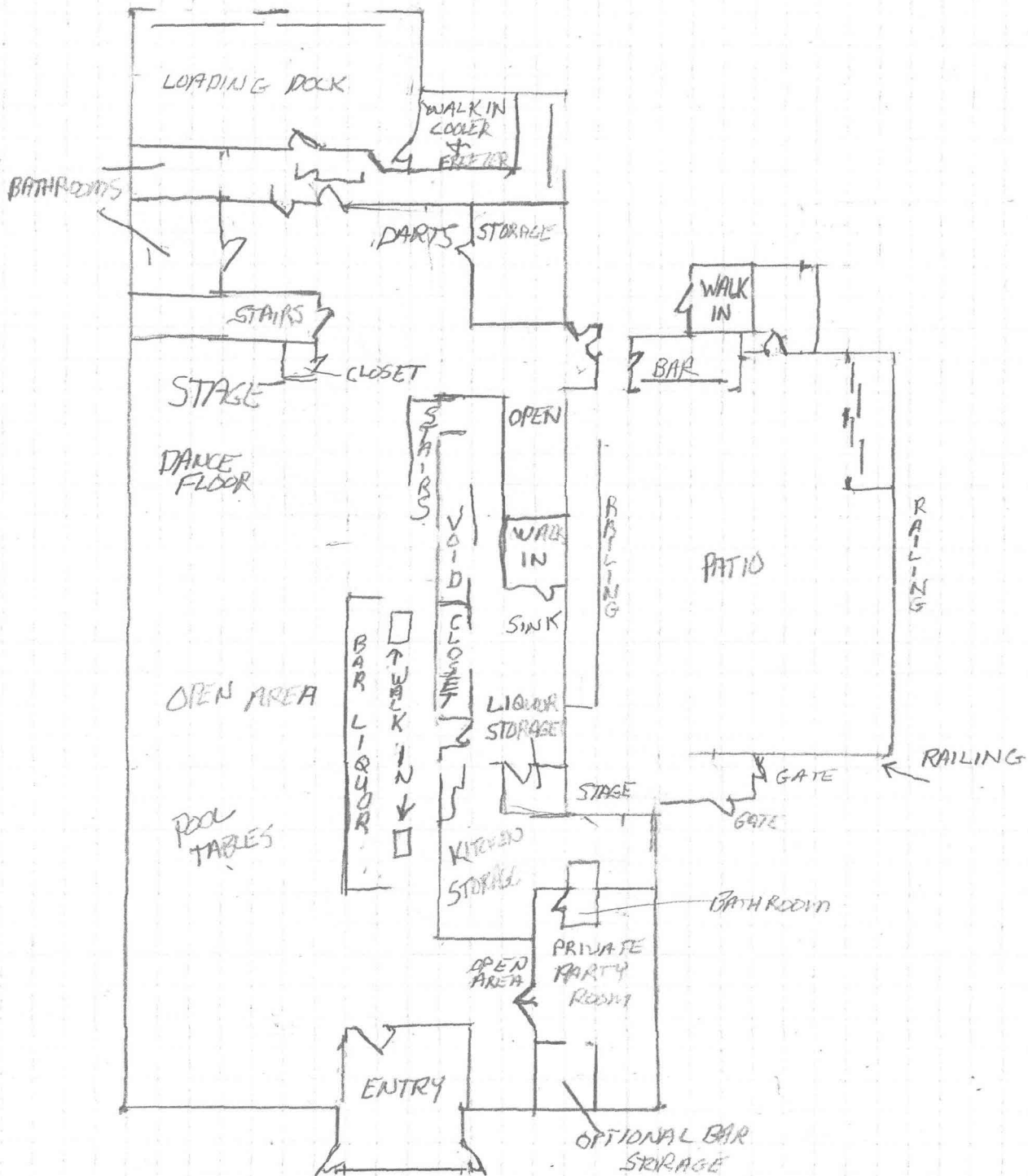
006 Bar

- 1) Are you applying for an Interim Permit (INP)?
No
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
LEXINGTON ACADEMY 4401 S WHITE MOUNTAIN ROAD SHOW LOW, AZ 85901
1,515 FT
- 11) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY OWNER
- 12) Is there a penalty if lease is not fulfilled?
No
- 13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
ZERO
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS PATIO
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

BUILDING APPROX. 7200 SQ. FT.

PATIO APPROX. 1628 SQ. FT.

23 JAN 4 AM 11:07 AZDLS N



CSR:
Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLIC USE ONLY

Job #: 225527
Date Accepted: 01-17-2023
CSR: SG

805-299

License Number: 06090033

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.

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

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

☒ Agent

☒ Controlling Person

2. Name: Ashworth Eric Harold Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security # [REDACTED] Drivers License # [REDACTED] State Issued: AZ

4. Place of birth: Long Beach, CA USA Height: 5'8" Weight: 195 Eyes: Brown Hair: Brown
City State COUNTRY

5. Name of current/most recent spouse: Ashworth, Gabriela Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 06-04-2011

7. Daytime telephone number: 928-337-2454 Email address: lugosshoes@hotmail.com

8. Premises Name: One Eyed Jacks Sports Lounge Business Phone: 928 537 5929

9. Premises Address: 4481 S White Mountain Road #2, Show Low, AZ Navajo 85901
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2014	CURRENT	Member T & E Enterprises L.L.C.	One Eyed Jacks Sports Lounge, 480 W Deuce of Clubs, Show Low, AZ 85901

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
6/2011	CURRENT		428 CR N9047, Concho,	AZ	85924

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes ☒ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☒ No ☐
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. 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 five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Eric Ashworth 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: 12/21/2022

14.

On 8/14/2020, I received certified mail notifying me that I was being charged with two counts of disorderly conduct/fighting, and two counts of assault. This was from an incident at the bar when I, along with other staff members, attempted to remove two disorderly patrons from the bar. Neither left willingly. I, along with other staff, had to physically remove both subjects from the bar. We attempted to hold one subject until he calmed down. We eventually took him down to the ground. We did not want him to hurt himself or others. There were large glass windows in the lobby where he had to pass to leave the establishment. Another disorderly subject broke the window when being removed from the establishment awhile prior to this date. I did not want that to happen again. I did not want anyone to be injured, including the disorderly patron. Once he calmed down, a member of our staff walked him to his motel room. The other subject refused to leave, punched a member of staff, and kept aggressively putting his finger in my face. I made the decision to take him to the ground and hold him until law enforcement arrived. A police report was taken.

All my charges were eventually completely dismissed by the prosecutor.

A handwritten signature in dark ink, appearing to be 'S. H. M.', with a long horizontal line extending to the right.



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 #:	225527
Date Accepted:	01-17-2023
CSR:	SC

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.

PRINT the following information:

Date 12/20/22	Name of Applicant: ERIC ASHWORTH
Name of Fingerprint Technician: KAREN OLIVER	
Fingerprint technician's Signature: 	
Fingerprint technician's Agency/company Name: SNOWFLAKE-TAYLOR POLICE DEPT	Phone Number: (928) 536-7500
Type of Photo ID Provided (check one):	
☒ Driver's License ☐ Passport ☐ Other (Please specify)	



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) Eric Harold Ashworth

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 Long Beach State CA COUNTRY USA

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

2) Name of document: Arizona Driver 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 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.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

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

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

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

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

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

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

Eric Harold Ashworth

Print Name



Signature

12/21/2022

Date

23 JAN 4 AM 11:38 AZDILC

ARIZONA

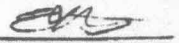
Driver License

ERIC HAROLD ASHWORTH

428 CRN 9047

CONCHO AZ 85924

Class	D	Sex	M
Eyes	BRO	Height	5-08
Hair	BR	Weight	185





Certificate #616611

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

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

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

Eric Ashworth

Full Name (please print)

Eric Ashworth

Signature

11-06-2022

Training Completion Date

11-05-2025

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

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

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

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

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

Robert V Graham

Instructor Signature

06 / 11 / 2022
Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

July 11, 2013

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

Eric Ashworth

Full Name (please print)

Eric Ashworth

Signature

11-06-2022

Training Completion Date

11-05-2025

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

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

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

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

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

Robert V. Graham

Instructor Signature

06 / 11 / 2022

Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

July 11, 2013

CSR:
Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #:	225527
Date Accepted:	01-17-2023
CSR:	SK

Type or Print with Black Ink

805-299

License Number: 06090033

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.

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

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: Mikus Tania Stephanie Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security [REDACTED] Drivers License #: [REDACTED] State Issued: AZ

4. Place of birth: Long Beach, CA USA Height: 53 Weight: 87 Eyes: Hazel Hair: Bro
City State COUNTRY

5. Name of current/most recent spouse: Hatfield Darrell Lee Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 06/09/2013

7. Daytime telephone number: 928-551-7263 Email address: tuchufox@gmail.com

8. Premises Name: One Eyed Jacks Sports Lounge Business Phone: 928 537 5929

9. Premises Address: 4481 S White Mountain Road, Show Low, AZ Navajo 85901
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2014	CURRENT	Member T & E Enterprises LLC	One Eyed Jacks Sports Lounge, 480 W Deuce of Clubs, Show Low, AZ 85901

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
06/2013	CURRENT		428 CR N9047, Concho, AZ		85924

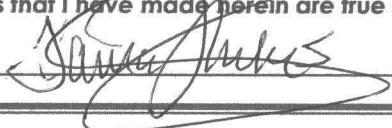
(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. 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 five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Tania Stephanie Mikus 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: 11/10/2022



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 #:	225527
Date Accepted:	01-17-2023
CSR:	SC

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.

PRINT the following information:

Date 12/20/22	Name of Applicant: TANIA MIKUS
Name of Fingerprint Technician: KAREN OLIVER	
Fingerprint technician's Signature: 	
Fingerprint technician's Agency/company Name: SNOWFLAKE-TAYLOR POLICE DEPT	Phone Number: (928) 536-7500
Type of Photo ID Provided (check one):	
☒ Driver's License ☐ Passport ☐ Other (Please specify)	

SUBJECT PROPERTY

S WHITE MOUNTAIN

E EVERGREEN LN



CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: **PUBLIC HEARING** and Consideration of Application Submitted by Marchelle Eva May Haverland for #6, *Bar*, Liquor License on Behalf of Rocky's Cocktail Lounge for its Location at 480 West Deuce of Clubs, Show Low, Arizona (Rachael Hall)

RECOMMENDATION

I **MOVE** to recommend **approval** to the State Liquor Board of the application submitted by Marchelle Eva May Haverland for #6, *Bar*, Liquor License on behalf of Rocky's Cocktail Lounge for its location at 480 West Deuce of Clubs, Show Low, Arizona.

OR

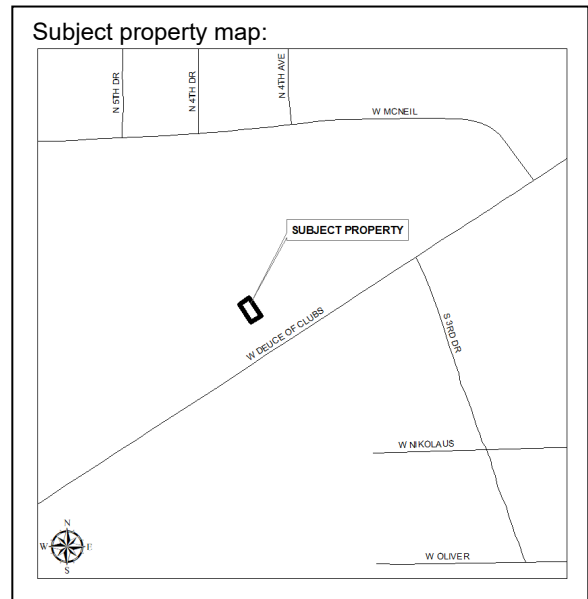
I **MOVE** to recommend **denial** to the State Liquor Board of the application submitted by Marchelle Eva May Haverland for #6, *Bar*, Liquor License on behalf of Rocky's Cocktail Lounge for its location at 480 West Deuce of Clubs, Show Low, Arizona (and **stating the reasons for denial**).

BACKGROUND

Marchelle Eva May Haverland, representing Rocky's Cocktail Lounge, submitted an application for a new #6, *Bar*, Liquor License for its location at 480 West Deuce of Clubs. This location previously had a #6, *Bar*, Liquor License, but the owners are new, and the former owners are transferring the #6, Bar Liquor License to their new location. As required by state law, the property was posted, and no public input was received.

Ms. Haverland also applied for an interim permit (valid for 105 days) to allow the sale of alcohol while the #6 application is being processed. The applicant must request a second interim permit if the application is not approved before the interim permit expires.

The Show Low Police Department conducted a background check on the applicant and found nothing amiss. The Department of Liquor Licenses and Control conducts its own internal investigations and background checks. Based on the investigator's findings and the recommendation of the City Council, the State Liquor Board will decide whether to approve or deny the application. Note that if the City Council chooses to recommend **denial** of the application, **the motion must state the reasons for the denial**.



Attachments:
Application

State of Arizona
Department of Liquor Licenses and Control

Created 01/23/2023 @ 09:24:15 AM

Local Governing Body Report

LICENSE

Number:		Type:	006 BAR
Name:	ROCKY'S COCKTAIL LOUNGE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	480 W DUECE OF CLUBS SHOW LOW, AZ 85901 USA		
Mailing Address:	PO BOX 1376 SHOW LOW, AZ 85902 USA		
Phone:	(928)358-9025		
Alt. Phone:			
Email:	EVAMAYVAJOHNSON@GMAIL.COM		

AGENT

Name:	MARCHELLE EVA MAY HAVERLAND
Gender:	Female
Correspondence Address:	PO BOX 1376 SHOW LOW, AZ 85902 USA
Phone:	(928)358-9025
Alt. Phone:	
Email:	EVAMAYVAJOHNSON@GMAIL.COM

OWNER

Name:	ROCKY'S COCKTAIL LOUNGE LLC		
Contact Name:	MARCHELLE EVA MAY HAVERLAND		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23444790	State of Incorporation:	AZ
Incorporation Date:	11/05/2022		
Correspondence Address:	PO BOX 1376 SHOW LOW, AZ 85902 USA		
Phone:	(928)358-9025		
Alt. Phone:			
Email:	EVAMAYVAJOHNSON@GMAIL.COM		

Officers / Stockholders

Name:
MARCHELLE EVA MAY HAVERLAND

Title:
MEMBER

% Interest:
100.00

ROCKY'S COCKTAIL LOUNGE LLC - MEMBER

Name: MARCHELLE EVA MAY HAVERLAND
Gender: Female
Correspondence Address: PO BOX 1376
SHOW LOW, AZ 85902
USA
Phone: (928)358-9025
Alt. Phone:
Email: EVAMAYVAJOHNSON@GMAIL.COM

APPLICATION INFORMATION

Application Number: 228769
Application Type: New Application
Created Date: 01/19/2023

QUESTIONS & ANSWERS

006 Bar

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
NORTHERN PIONEER COLLAGE 1001 W DEUCVE OF CLUBS SHOW LOW, AZ 85901
250 FT
- 3) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
ZERO
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS PATIO
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
02/02/2023

19

State of Arizona
Department of Liquor Licenses and Control

Created 01/23/2023 @ 09:37:41 AM

Local Governing Body Report

LICENSE

Number:	INP090021857	Type:	INP INTERIM PERMIT
Name:	ROCKY'S COCKTAIL LOUNGE		
State:	Active		
Issue Date:	01/23/2023	Expiration Date:	05/08/2023
Original Issue Date:	01/23/2023		
Location:	480 W DUECE OF CLUBS SHOW LOW, AZ 85901 USA		
Mailing Address:	PO BOX 1376 SHOW LOW, AZ 85902 USA		
Phone:	(928)358-9025		
Alt. Phone:			
Email:	EVAMAYVAJOHNSON@GMAIL.COM		

AGENT

Name:	MARCHELLE EVA MAY HAVERLAND
Gender:	Female
Correspondence Address:	PO BOX 1376 SHOW LOW, AZ 85902 USA
Phone:	(928)358-9025
Alt. Phone:	
Email:	EVAMAYVAJOHNSON@GMAIL.COM

OWNER

Name:	ROCKY'S COCKTAIL LOUNGE LLC		
Contact Name:	MARCHELLE EVA MAY HAVERLAND		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23444790	State of Incorporation:	AZ
Incorporation Date:	11/05/2022		
Correspondence Address:	PO BOX 1376 SHOW LOW, AZ 85902 USA		
Phone:	(928)358-9025		
Alt. Phone:			
Email:	EVAMAYVAJOHNSON@GMAIL.COM		

Officers / Stockholders

Name:
MARCHELLE EVA MAY HAVERLAND

Title:
MEMBER

% Interest:
100.00

ROCKY'S COCKTAIL LOUNGE LLC - MEMBER

Name: MARCHELLE EVA MAY HAVERLAND
Gender: Female
Correspondence Address: PO BOX 1376
SHOW LOW, AZ 85902
USA
Phone: (928)358-9025
Alt. Phone:
Email: EVAMAYVAJOHNSON@GMAIL.COM

APPLICATION INFORMATION

Application Number: 228772
Application Type: New Application
Created Date: 01/19/2023

QUESTIONS & ANSWERS

INP Interim Permit

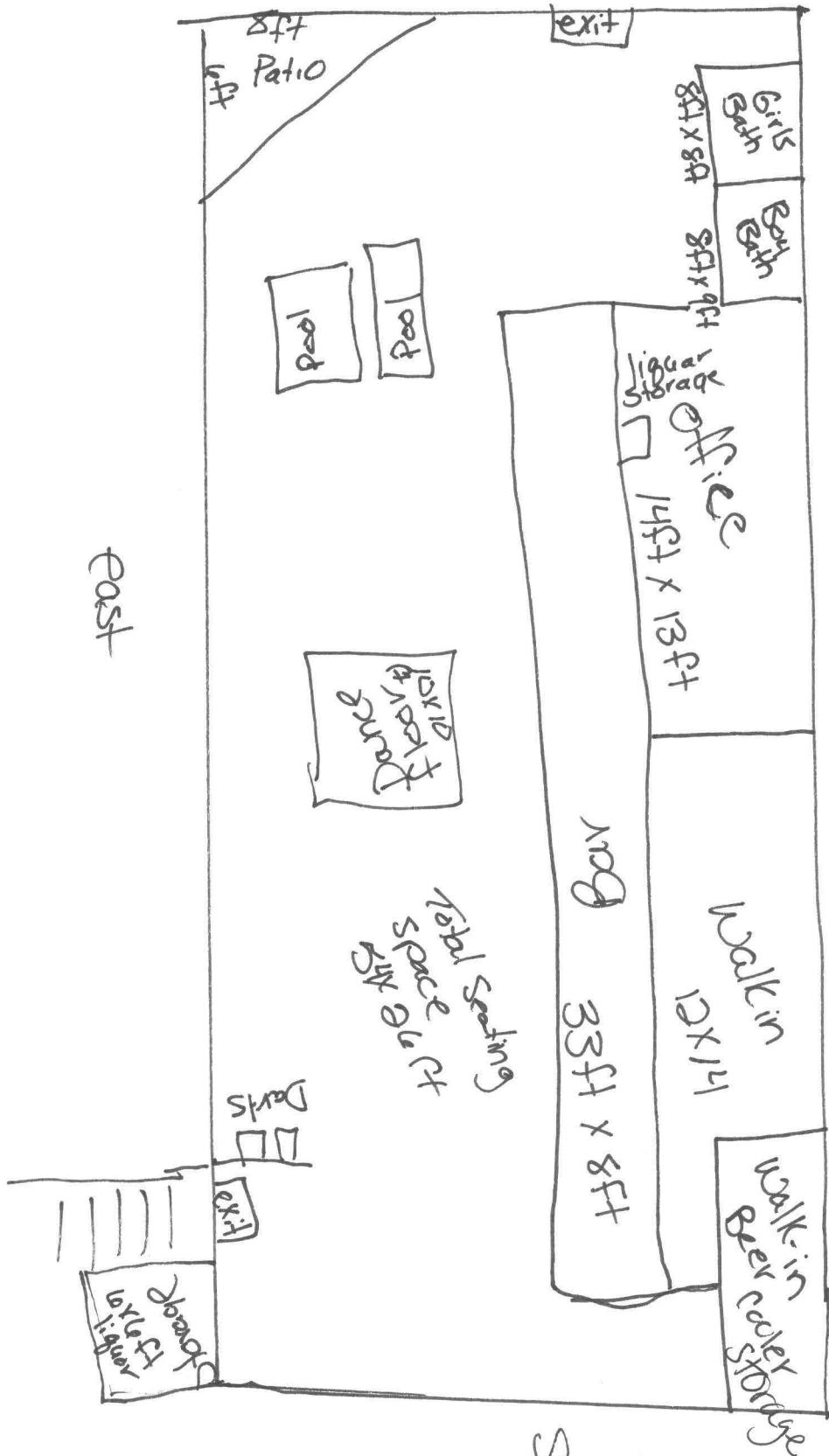
- 1) Enter License Number currently at location
06090033
- 2) Is the license currently in use?
No
How long has it been out of use?
01/16/2023
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.

North

East

West

South



Rocky's Cocktail Lounge LLC

Drawn by:

Marchelle Haverland

10) 1/18 to 6/18 Tates Auto group Car ~~sales~~ Sales person
1251 Automall PKwy Show Low, AZ-85901 -


Marchelle Haverland

1/19/23

23 JAN 19 14:14 PM 103

CSR:

Amount:

23 JAN 19 149. Lic. AM1103

**AGENT/CONTROLLING
PERSON QUESTIONNAIRE**Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141Type or Print with Black Ink

DLLC USE ONLY

Job #:	228769
Date Accepted:	01-23-2023
CSR:	SG

License Number:

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.

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

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

Agent



Controlling Person

2. Name: Haverland, Marchelle, Eva May Birth Date: [REDACTED]
3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: az
4. Place of birth: SNOW LOW AZ Navajo Height: 5'2 Weight: 160 Eyes: blue Hair: blonde
5. Name of current/most recent spouse: Johnson Joshua D Birth Date: [REDACTED] (NOT a public record)
6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 08/23/1982
7. Daytime telephone number: 928-358-9025 Email address: evamayvajohnson@gmail.com
8. Premises Name: Rocky's Cocktail Lounge Business Phone: 928 358 9025
9. Premises Address: 480 W. Duece of Clubs Show Low AZ Navajo 85901
- Street (do not use PO Box) City State County Zip

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

23 JAN 19 11:47 AM 1103

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/23	CURRENT	owner	self/ Rocky's Cocktail Lounge/ 480 W. Duece of Clubs Show Low AZ 85901
02/20	01/23	Bartender	The Lodge Sports Bar and Grill 857 E White Mountain Blv. Pinetop, AZ 85935
03/19	02/20	Bartender	Ace's Ale House 1457 E Duece of Clubs Show Low, AZ 85901
11/18	03/19	Server	Denny's 4471 S White Mountain Blv. Show Low, AZ 85901
06/18	11/18	Car Sales	6136 E. Auto Loop Ave Mesa AZ 85206

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
02/11	CURRENT	760 N. 4th Drive	Show Low	AZ	85901

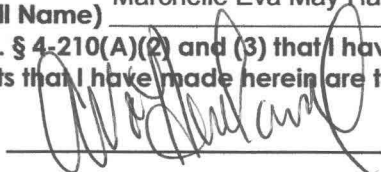
(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? Yes ☒ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. 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 five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Marchelle Eva May Haverland 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: 01/15/2023



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 #:	228769
Date Accepted:	01-23-2023
CSR:	SG

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.

PRINT the following information:

Date	Name of Applicant:		
1-12-23	MARCHELLE EVA MAX HAVERLAND		
Name of Fingerprint Technician:			
FRANCISCO CRUZ			
Fingerprint technician's Signature:			
Fingerprint technician's Agency/company Name:		Phone Number:	
ARIZONA LIVESCAN		480-284-8470	
Type of Photo ID Provided (check one):			
☒ Driver's License ☐ Passport ☐ Other (Please specify)			



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) Marchelle Era May Haverland

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 Shaw Low State AZ COUNTRY Hawaii ^{USA}

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

2) Name of document: Drivers license

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

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

23 JAN 19 Lic. Lic. AM1104

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

23 JAN 19 07. 11. AM 1104

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

Name of document provided

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

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

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

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

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

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

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

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

Marchelle Eva May Huertland
Print Name

W. J. Huertland
Signature

1/15/23
Date

Arizona

DRIVER LICENSE

USA

NOT FOR FEDERAL IDENTIFICATION

9 CLASS D
9a END NONE
12 REST NONE

1 HAVERLAND
2 MARCHELLE EVA MAY
8 PO BOX 1376
SHOW LOW, AZ 85902-1376

4b EXP 08/23/2047 4a ISS 02/14/2020
15 SEX F 18 EYES BLU
16 HGT 5'-03" 19 HAIR BLN
17 WGT 160 lb



W. H. H. H. H.

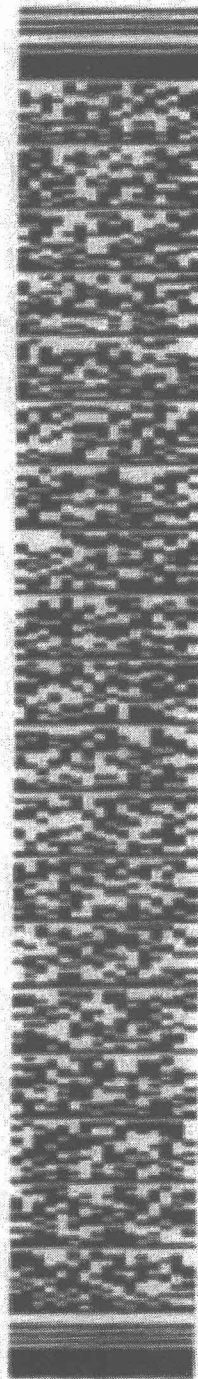
23 JAN 19 Lic. Lic. AM1104

CLASS: D-Operator
ENDORSEMENTS:
None

RESTRICTIONS:
None

Rev 02/14/2014

You Must Report a
Change of Address
Within 10 Days



23 JAN 19 1991 Lic. AM1

January 23, 2023

I Marchelle Eva May Haverland
have resided and still do reside at
760 W. 4th Drive Show Low, AZ 85901
for well over 5 years.

Sincerely,

Eva Haverland

23 JAN 23 149. 15. PM 1 47

23 JAN 19 09:14 AM 1103

☐ 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

Marchelle Haverland

Full Name (please print)



Signature

01/18/2023

Certificate Expiration Date (two years from completion date)

01/17/2026

Training Provider Information

ABC - Arizona Business Council for Alcohol Education

Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

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


Instructor Signature

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.

Certificate # **M 06152020 Flagstaff**

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

Marichelle Eve May Howard

Full Name (please print)

Marichelle Eve May Howard

Signature

15 June 2020

Training Completion Date

15 June 2023

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Industry Consultants

Company Name

P.O. Box 2502, Chandler AZ 85224-2502

Mailing Address

(480) 730-2675

Daytime Contact Phone Number

I, **A.B. PARRIS**, 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).

[Signature]

Instructor Signature

06 / 15 / 2020

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)
Conveyance (series 8)
Restaurant (series 12)

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

Bar (series 6)
Private Club (series 14)

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

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

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



'23 JAN 19 Lic. Lic. AM1104

12/27/2022

JAZK Ventures LLC

To Whom This May Concern,

This letter is regarding the lease agreement with Rocky's Cocktail Lounge LLC, Owner: Marchelle Haverland, the takeover date for Rocky's Cocktail Lounge at 480 W. Deuce of Clubs, Show Low AZ, 85901 will be on January 17, 2023. One Eyed Jacks Sports Bar will be leaving on the 16th from the premise.

Thank you,

Owner of Day Inn of Show Low

480 W. Deuce of Clubs

Date: 1/13/2023

X 

Harvir Bhatti
Owner

EA
1/13/23

*23 JAN 19 11:05 AM

HB
1/13/23



Lease

By and between

JAZK Ventures LLC

An Arizona Limited Liability Company

and

Marchelle Haverland or Rocky's Cocktail Lounge LLC

For 1925 S.F. in

Main Building (Previously Known as Maxwell House Building)

LEASE

23 JAN 19 11:47 AM 1105

This Lease ("Lease") is dated November 30, 2022, (the "Reference Date"), and entered into by and between JAZK Ventures, an Arizona Limited Liability Company, ("Landlord"), and **Marchelle Haverland or Rocky's Cocktail Lounge LLC** ("Tenant").

**SECTION 1
BASIC LEASE TERMS**

That certain land and all buildings, improvements, equipment and facilities erected thereon, commonly known as Days INN, located in the Town of Show Low, Navajo County, Arizona, as more particularly shown and/or described on Exhibit "A" attached hereto and by this reference made a part hereof, as same may be altered, expanded or reduced from time to time.

- 1.2. Premises The certain premises indicated containing approximately 1925 *square feet* of floor area and known as 480 West Deuce of Clubs, Show Low AZ 85901
- 1.3. Landlord's Notice Address (and Rent Address) JAZK Ventures LLC
480 West Deuce of Clubs, Show Low AZ 85901
- 1.4. Tenant's Notice Address [REDACTED]
- 1.5. Tenant's Trade Name(s): Marchelle Haverland
- 1.6. Guarantor(s) **Marchelle Haverland**, owner
- 1.7. Tenant's Use(s) The operation of a sports bar and lounge.
- 1.8. Lease Term 36 months from the Rent Commencement Date with One (1) Three (3) year options at Market rates, at the time of renewal.
- 1.9. Base Rent
- | Period | Monthly Base Rent |
|---------------------------------|-------------------|
| Months 1-2 | \$0.00 |
| Nov, Dec, Jan, Feb, Mar, Apr, | \$3,200 |
| May, June, July, Aug, Sep, Oct. | \$3,700 |
- 1.10. Privilege Tax Rate Estimated at 2.0% subject to adjustment by relevant government authorities.
- 1.11. Deposits A. Security Deposit: **\$3200** and First Month's Rent Deposit: **\$ 3264**
(Includes Privilege Tax 2%)
- 1.12. Lease Commencement Date Upon mutual lease execution.
- 1.13. Rent Commencement Date Upon the Delivery of Possession Date.
- 1.14. Expiration Date 36 months from the Rent Commencement Date.
- 1.15. Delivery of Possession Date The date on which Landlord notifies Tenant that Landlord's Work at the Premises is substantially complete, notwithstanding the fact that minor or insubstantial details of construction, mechanical adjustment or decoration remain to be performed.
- 1.16. Walk through Period Tenant will have 2 weeks after lease execution to walk through and check the building for any issues that need to be fixed. If issues are subject to building walls, roofs, floor (structural) the landlord will make immediate fixes. Anything else with the building tenant has option to fix them or terminate the lease.

- 1.13. Rent Commencement Date Upon the Delivery of Possession Date.
- 1.14 Expiration Date 36 months from the Rent Commencement Date.
- 1.15. Delivery of Possession Date The date on which Landlord notifies Tenant that Landlord's Work at the Premises is substantially complete, notwithstanding the fact that minor or insubstantial details of construction, mechanical adjustment or decoration remain to be performed.
- 1.16 Walk through Period Tenant will have 2 weeks after occupancy to walk through and check the building for any issues that need to be fixed. If issues are subject to building walls, roofs, floor (structural) the landlord will make immediate fixes. Anything else with the building tenant has option to fix them or terminate the lease.
- 1.17 HVAC Landlord will maintain walk in cooler and HVAC system for 90 days from lease execution
- 1.18 Future Plan Tenant plans to make improvements to business with patio and elevator, if it seems feasible and does not alter the integrity of the building, landlord may come with an agreement with tenant to make those improvements. Payment offered will be 50/50 or up to \$10,000.

SECTION 2 DEMISE OF PREMISES AND TERM

- 2.1 Lease. For and in consideration of the mutual benefits contained herein, the adequacy and sufficiency of which are hereby acknowledged, Landlord hereby leases and demises to Tenant, and Tenant hereby rents and leases from Landlord the Premises, together with the nonexclusive right to use the Common Areas subject to such rules and regulations as Landlord may adopt from time to time.
- 2.2. Commencement Dates of Term. Tenant's obligation to pay rent hereunder shall commence on the Rent Commencement Date and shall expire on the Expiration Date.
- 2.3 Acceptance of Premises by Tenant. Tenant agrees to accept the Premises in an "as is" condition as tendered by Landlord. Tenant agrees that no representations with respect to the conditions of the Premises and no promises to decorate, alter, repair or improve the Premises have been made by Landlord, except as may be otherwise expressly set forth hereto ("Landlord's Work"), if any. Promptly after the date hereof, Tenant shall apply for and shall diligently and aggressively pursue obtaining all required licenses and permits required for Tenant's operation of its business in the Premises.

HS
GA

23 JAN 19 11:19 AM 1105

SECTION 3 RENT

3.1. Base Rent. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord the annual rent ("Base Rent") set forth in hereof, at Landlord's Rent Address designated hereof. The Base Rent is due in advance in equal monthly installments, without setoff or deduction, notice or demand, and continuing thereafter due on or before the fifth (5th) day of each succeeding calendar month. The monthly Base Rent for any portion of a calendar month shall be prorated on the basis of a thirty (30) day month.

3.3 Common Areas. The term "Common Areas" means those areas, facilities, utilities, improvements, equipment and installations in the BAR which are from time to time designated by Landlord for the nonexclusive use or benefit of Landlord and tenants of the BAR, their employees, agents, customers, licensees and invitees.

3.4 Common Area Control. Landlord shall have the right at all times, in its sole discretion, to change the size, location, parking fields and location, elevation, nature and/or use of any portion or all of the Common Areas, or any part thereof as Landlord may from time to time determine, including the right to change the size thereof, to erect buildings thereon, to sell or lease part or parts thereof, to change the location and size of the landscaping and buildings on the site, and to make additions to, subtractions from or rearrangements of said buildings.

3.5 Privilege Tax. In addition to and together with the Base Rent and Tenant shall pay to Landlord the transaction privilege tax levied or imposed upon Landlord by any federal, state, county, city and municipal authority (other than income and/or estate taxes) attributable to or measured by the commercial rental income and other charges or proration's payable by Tenant pursuant to the Lease.

3.6 Security Deposit. Tenant has concurrently with the execution of this Lease deposited with Landlord the Security Deposit set forth in of the Lease as security for the full performance of every provision of this Lease by Tenant. Landlord may apply all or any part of the Security Deposit to cure any default by Tenant hereunder and Tenant shall promptly restore to the Security Deposit all amounts so applied upon invoice. If Tenant shall fully perform each provision of this Lease, any portion of the Security Deposit which has not been appropriated by Landlord in accordance with the provisions hereof shall be returned to Tenant without interest within thirty (30) days after the expiration of the full stated term of this Lease.

3.7 First Month's Rent Deposit. In addition to the Security Deposit, Tenant shall pay to Landlord, upon Tenant's execution and delivery of the Lease, the amount set forth in, which amount shall be applied to the Base Rent, and Privilege Tax for the first full calendar month following the Rent Commencement Date and any rent abatement period provided Tenant is not then in default hereunder.

3.8 Late Fee, Returned Checks, Interest. Tenant hereby acknowledges that if any monthly payment of rent or any monies due hereunder from Tenant shall not be received by Landlord or its agent within five (5) days after such payment is due, then Tenant shall pay a late charge equal to \$100 of such delinquent amount. Tenant shall be charged the sum of forty (\$40.00) Dollars for any check returned to Landlord by Tenant's bank for non-payment of funds or any other reason whatsoever. Landlord may after two (2) such returned checks during the term of this Lease, at its sole option, insist upon payment of any sums due hereunder (including, without

limitation, the monthly rental) by cashier's check or certified funds only. If full rent and penalties are not paid by the 20th of the month, tenant shall be in default and landlord may exercise any of the remedies set forth in default of this lease.

3.9 Rent. Electric, Trash, Base Rent.

SECTION 4 USAGE

4.1. Use. Tenant shall use the Premises as discussed, and for no other purpose whatsoever. Without expanding Tenant's Use, in no event shall Tenant use the Premises for any use set forth in of this Lease. Tenant covenants to continuously operate upon the whole of the Premises during minimum business hours of Sunday-Thursday 12pm to 11pm, Friday and Saturday 12pm to 1am. 7 Days a week. Holidays closed: Christmas, Christmas Eve and Easter.

4.2. Trade Name. Tenant shall operate in the Premises under the trade name discussed and no other name or trade name without the written consent of Landlord.

4.3. Rules and Regulations. To be specified in a separate document.

4.4. Crime-Free Provision. Tenant shall not engage willfully in or facilitate any criminal activity, including but not limited to drug-related criminal activity, any act of violence or threats of violence, prostitution, criminal street gang activity, or any other activity which jeopardizes the health, safety and welfare of tenants, Landlord, Landlord's representatives, agents or others. **Violation of this provision shall constitute a material and irreparable violation of this Lease and good cause for immediate termination of the tenancy.**

SECTION 5 ALTERATION, REPAIR AND MAINTENANCE

5.1 Alterations by Tenant. Tenant shall not make any alterations to (including but not limited to alterations to the exterior, the storefront, signs and/or utility lines or systems within or serving the Premises). Tenant to provide initial build design for the building.

5.2 Repairs. Except for repairs necessitated by Tenant's acts or omissions, Landlord shall keep the roof, structural portions of the Premises in reasonably good condition and repair, provided that Tenant shall give Landlord immediate written notice of the necessity for such repair as same affects the Premises. Tenant shall keep the interior of the Premises, together with the storefront and all glass and doors of the Premises, and all electrical, plumbing, heating, ventilating, air conditioning, and any other mechanical installations serving the Premises or located therein, whether or not in or under the floor slab or on the roof of the Premises, in good

HD

'23 JAN 19 11:41 AM 1105

working order and repair (including the replacement of same, if necessary, not including replacement of hvac), at its expense. Tenant agrees to employ an HVAC contractor to perform Tenant's obligations for maintenance of the heating, cooling and ventilating system of the Premises, including at least quarterly inspections and cleaning of the system together with such servicing as each such inspection discloses or as shall be required by Landlord. Tenant shall promptly repair, at its expense, any damage to the Premises caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property regardless of fault or by whom such damage may be caused. In the event Tenant fails to make such repairs, Landlord may, at its option, but need not, make same and Tenant agrees to pay Landlord as Additional Rent the cost thereof, with interest from date of disbursement at the Default Rate, promptly upon demand by Landlord. Tenant shall not overload the floor slab, electric wiring or utilities serving the Premises and shall install at Tenant's sole expense, after first obtaining Landlord's written approval, any additional electric wiring that may be required in connection with Tenant's apparatus, equipment or fixtures.

5.3 Liens. Tenant hereby indemnifies Landlord against, and shall keep the Premises and the free from liens for any work performed, material furnished, or obligations incurred by the Tenant. Should liens or claims be filed against the Premises or the by reason of Tenant's acts or omissions, Tenant shall cause same to be discharged by payment or bond within ten (10) days after filing.

5.4 Signs and Displays. Tenant shall not place or have placed and maintained on or within the Premises any sign, awning or advertising visible from the exterior of the Premises not first approved in writing by Landlord. Landlord shall have the exclusive right to use the roof and Tenant shall not affix any signor improvement on or to the roof of the Premises. Tenant to provide to Landlord design of exterior signage for Landlord's prior approval. All signage must conform to the center's sign criteria and be approved by the local municipality.

5.5 Governmental Ordinances. Tenant shall, at Tenant's sole expense, fully, diligently and in a timely manner, comply with all laws, regulations, codes, ordinances or other requirements of any federal, state, local or other governmental authority, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants which relate in any manner to the Premises (collectively, the "Applicable Requirements"), without regard to whether said requirements are now in effect or become effective after the date hereof and including without limitation the making of such improvements and alterations to the Premises required by law (subject to prior review and approval by Landlord as to design, quality and implementation). Tenant shall, within 10 days after receipt of Landlord's written request, provide Landlord with copies of all permits and other documents, and other information evidencing Tenant's compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of documents involved) of any threatened or actual claim, notice, citation, warning, compliant or report pertaining to or involving the failure of Tenant or the Premises to comply with any Applicable Requirements.

SECTION 6
DAMAGE, DESTRUCTION OR CONDEMNATION

6.1 Casualty. Except as otherwise provided herein, if the Premises are damaged by fire or other insured casualty of the replacement cost thereof, the damage shall be promptly repaired by Landlord to the extent of the insurance proceeds available therefor. Tenant shall restore Tenant's improvements thereto immediately upon the completion of Landlord's work or simultaneously with such work to the extent practicable. Until repairs to the Premises are completed by Landlord, Base Rent shall be abated in proportion to the part of the Premises, if any, which is unusable by Tenant in the conduct of its business, but if the damage is due to the fault or neglect of Tenant or its employees, agents or invitees, there shall be no abatement of rent.

If Landlord should elect or be obligated pursuant to this **Section 6.1** to repair or rebuild because of any damage or destruction, Landlord's obligation shall be limited to the basic building and any other work or improvements which may have been originally performed or installed at Landlord's expense. If the cost of performing Landlord's obligation exceeds the actual proceeds of insurance paid or payable to Landlord on account of such casualty, Landlord may terminate this Lease. Tenant shall replace all work and improvements originally installed or performed by Tenant at its expense (including from Tenant's insurance proceeds).

Upon the termination of this Lease pursuant to the provisions of this **Section 6.1**, the parties shall be released thereby without further obligations to the other party coincident with the surrender of possession of the Premises to Landlord, except for items which have theretofore accrued and be then unpaid and such other obligation specified to survive the termination hereof (or which by their nature must survive such termination). In the event of such termination, all of Tenant's insurance proceeds covering Tenant's leasehold improvements, but excluding proceeds for trade fixtures, merchandise, signs and other personal property, shall be disbursed and paid to Landlord, and Tenant hereby assigns same to Landlord.

6.2 Condemnation. If the whole of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the BAR is taken and its continued operation is not in Landlord's sole opinion, economical and Landlord notifies Tenant thereof, this Lease shall terminate as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award which may be made in such taking or condemnation. In the event of a partial taking which does not result in the termination of this Lease, Base Rent shall be apportioned according to the part of the Premises remaining usable by Tenant.

SECTION 7
UTILITIES

7.1 Payment. Tenant shall promptly pay all charges for utilities and other services furnished to the Premises whether by Landlord or the applicable utility company. Landlord shall not be liable for any interruptions or curtailment in utility services due to causes beyond the control of Landlord or due to Landlord's alteration, repair or improvement of any portion of the BAR. \$350.00 of the electric for the Main Building (Maxwell House). Tenant Shall pay \$80 per month for the trash bill.

7.2 Utilities. Landlord shall have the right to run phone wires, utility lines, pipes, roof drainage pipes, conduit, wire, ductwork or systems where necessary, though, in or beneath the Premises and to maintain the same in a manner which does not unduly interfere with Tenant's use thereof.

SECTION 8 INDEMNIFICATION

8.1 Indemnification. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use, possession, enjoyment, occupation or operation of the Premises or the BAR, (b) any and all claims arising from any failure or refusal of Tenant to comply with or perform any obligation of Tenant under this Lease, (c) any act, omission or negligence of Tenant, its agents or employees, except for matters attributable to Landlord's sole negligence or willful misconduct. Tenant further releases Landlord from liability for any damages sustained by Tenant or any other person claiming by, through or under Tenant due to the Premises, the , or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, system, plumbing, heating and air conditioning apparatus and from any acts or omissions of co-tenants or other occupants of the BAR, except for matters arising from Landlord's sole negligence or willful misconduct. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, from any cause whatsoever except the willful misconduct or sole negligence of Landlord, and then only to the extent not covered by insurance to be obtained by Tenant in accordance with **Section 9** hereof.

SECTION 9 INSURANCE

9.1 Liability Insurance. Tenant shall maintain at its sole expense during the term hereof, public liability insurance covering the Premises in an amount of \$1,000,000.00 for injury or death to any one person and \$2,000,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount of \$1,000,000.00 in companies satisfactory to Landlord in the joint names of Landlord and Tenant. Tenant shall also keep in force Special Form ("all-risk") insurance for the full replacement value of Tenant's improvements and Tenant's personal property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. Tenant will cause such insurance policies to name Landlord (and at Landlord's request, any mortgagee of the premises or Shopping Center) as an additional insured and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord (and at Landlord's request, any mortgagee of the BAR) in connection with any loss or damage covered by the policy. In addition, Tenant shall keep in force workers compensation or similar insurance to the extent required by law. Tenant shall deliver said policies or certificates thereof to Landlord immediately upon commencement of the term. Should Tenant fail to affect the insurance called for herein Landlord may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended to Landlord, as Additional Rent, with interest at the Default Rate from date of disbursement, immediately upon invoice. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord that it will give Landlord no less than thirty (30) days prior written notice before the policy or policies in question shall be altered or canceled.

112
4

SECTION 10
DEFAULT AND REMEDIES

'23 JAN 19 11:47 AM 1105

10.1. Events of Default by Tenant. The occurrence of one or more of the following events (each referred to herein as an "**Event of Default**") shall constitute a material default and breach of the Lease by Tenant:

- (a) Failure by Tenant to pay within five (5) days when due any Base Rent, s, Privilege Tax and any other sums payable by Tenant hereunder.
- (b) Abandonment or vacating of the Premises by Tenant, which shall include Tenant's failure to take possession of the Premises upon delivery of same and the cessation of Tenant's business within the Premises for more than five (5) consecutive business days unless such cessation is excused or permitted under the express terms of the Lease.
- (c) Making by Tenant or any guarantor of the Lease of a general assignment or general arrangement for the benefit of creditors of any proceeding under any insolvency or bankruptcy law, or the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in the Lease.
- (d) Failure by Tenant to proceed with Tenant's Work after delivery of possession of the Premises to Tenant and to thereafter complete same and open for business not later than the Rent Commencement Date 60 days after occupancy date.
- (e) Failure by Tenant to secure and maintain any insurance required hereunder.
- (f) Any assignment, subletting, pledge, mortgage or other transfer of the Lease by Tenant, or any transfer of any interest in Tenant in violation of the provisions of the Lease.
- (g) Any occurrence of an Event of Default as defined anywhere else in the Lease.
- (h) Failure by Tenant to promptly observe or fully perform any of the covenants, promises, conditions or terms of the Lease not provided for in (a) through (g), above, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord, provided that if such default cannot reasonably be cured within a ten (10) day period, an Event of Default shall not exist if Tenant shall commence to cure such default and thereafter diligently proceeds to cure the default no event later than thirty (30) days after written notice has been given.

10.2. Rights and Remedies. If an Event of Default occurs, Landlord shall have (in addition to all other rights and remedies provided by law or otherwise provided for in the Lease) the right, at the option of Landlord, then or at any time thereafter while such Event of Default continues, to elect any one or more of the following remedies:

- (a) To continue the Lease in full force and effect and collect all sums payable hereunder when due for the remainder of the Lease Term.
- (b) To terminate the Lease upon written notice to Tenant, such termination having the effect of automatically and concurrently terminating any option to extend the Lease Term that may be otherwise

23 JAN 19 14.11.05

provided hereunder.

(c) To cure Tenant's default at Tenant's cost and expense without prejudice to any other remedies which Landlord might otherwise have.

(d) To re-enter the Premises without notice and dispossess Tenant and any person or entity claiming through or under Tenant by summary proceedings or otherwise, and remove all effects therein, and take complete possession of the Premises and either: (i) expressly and in writing declare the Lease terminated; or (ii) elect to continue the Lease in full force and effect, but with the right at any time thereafter to declare the Lease terminated.

10.3. Damages Incident to Termination and Alternative Damages. Should Landlord elect to terminate the Lease pursuant to this **Section 10** and/or re-enter and repossess the Premises and/or elect to bring an action against Tenant in unlawful detainer or an action for damages or both, Landlord shall be entitled to payment by Tenant the following as damages:

(a) Any and all unpaid Base Rent, s, Privilege Tax and other sums payable by Tenant hereunder at the time of termination plus interest at the rate of twelve percent (12%) per annum from the date due until paid;

(b) All unpaid Base Rent, s, Privilege Tax and other sums payable by Tenant hereunder which would have been earned after termination through the balance of the current Lease Term less the amount of such loss Tenant proves could have been reasonably avoided, plus interest at the rate of twelve percent (12%) per annum from the date of termination until paid;

(c) Any and all Base Rent and Privilege Tax that was abated and otherwise would have been due and payable during any Futurization Period prior to the Rent Commencement Date or any free or abated rent period after the Rent Commencement Date;

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under the Lease or which in the ordinary course of events would be likely to result there from, including, without limitation, any costs or expenses incurred by Landlord in retaking possession of the Premises, making repairs or alterations to the Premises in preparation for re-letting to a new tenant and leasing commissions.

10.4 Rights and Remedies. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any others Landlord may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

23 JAN 19 11:47 AM 1105

SECTION 11
TRANSFERS, ASSIGNMENT AND SUBLETTING

11.1 Assignment and Subletting. Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer or encumber this Lease, or sublet the Premises or any part thereof (all of the foregoing collectively referred to as a "Transfer") without obtaining, in each such instance, Landlord's prior written consent, which shall not be unreasonably withheld. Landlord and Tenant acknowledge and agree that the foregoing restriction on Transfers has been freely negotiated by the parties hereto and that Landlord would not have entered into this Lease without Tenant's consent to the terms. Any attempted Transfer without Landlord's prior written consent shall be void and Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Notwithstanding the foregoing, Tenant shall have the right to sublet the Premises or any portion thereof, or assign the Lease to any parent, subsidiary, affiliate, franchisee or authorized agent of Tenant or to any company with which Tenant merges with, so long as Tenant first receives Landlord's prior written approval which shall be unreasonably withheld, provided such sublease or assignee has a minimum net worth of at least \$250,000 or the sublease or assignee makes an additional deposit in the amount equal to three (3) months' Base Rent. The acceptance by Landlord of payments of Rent or additional rent following any assignment or transfer prohibited by this Section shall not be deemed to be a consent by Landlord to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

11.2 Voting Control. If Tenant is a corporation, limited liability company, or other business entity and if the person or persons who own a majority of its voting shares at the time of execution hereof cease to own a majority of such shares at any time hereafter, except as a result of transfers by gift, bequest or inheritance, same shall be a Transfer hereunder.

11.3 Dissolution of Partnership. If Tenant is a partnership, if any partner and partners withdraw from the partnership, or if the partnership is otherwise dissolved, or control of the partnership changes, same shall be a Transfer hereunder.

SECTION 12
SUCCESSION TO LANDLORD'S INTEREST

12.1 Attornment. Tenant shall attar and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the remaining term.

12.2 Subordination. This Lease shall be subordinate to the lien or security title of any mortgage or security deed or the lien resulting from any other method of financing or refinancing now or hereafter in force against the BAR, any portion thereof, or upon any buildings now or hereafter placed upon the land of which the Premises are a part, and to any and all advances to be made under such financing instruments, and all renewals, modifications, extensions, consolidations and replacements thereof. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument or instruments within ten (10) days after written notice to do so.

12.3 Mortgagee's Approval. If any mortgagee of the BAR requires any modification of the terms and provisions of this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such modification(s) within thirty (30) days after Landlord's request therefor, provided said request is made prior to the Commencement Date. Upon such cancellation by Landlord, this Lease shall be null and void and neither party shall have any liability either for damages or otherwise to the other by reason of such cancellation. In no event, however, shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modification of the provisions of this Lease relating to: the size and/or location of the Premises; or the duration and/or Commencement Date of the term. At landlords expense.

SECTION 13 SURRENDER OF PREMISES

13.1 Surrender of Premises. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean, with Tenant's signs and other personal property removed and in the same condition as when tendered by Landlord, reasonable wear and tear accepted. Any leasehold improvements made by Tenant to the Premises (which shall only be made to the extent and pursuant to the provisions set forth herein) shall vest in Landlord at no cost to Landlord upon the expiration or other termination of this Lease; provided, however, that, at the Landlord's option, Tenant shall remove any such leasehold improvements upon notice thereof from Landlord to Tenant given no later than sixty (60) days after the expiration or earlier termination of the term and shall restore the Premises to the condition that existed on the Commencement Date. Tenant shall promptly remove Tenant's signs, furniture, trade fixtures and other personal property within the Premises no later than such expiration or termination and shall repair any damage or disturbance to the Premises caused by such removal. Tenant's failure to remove any of Tenant's signs, furniture, trade fixtures and other personal property (or any of Tenant's leasehold improvements required by Landlord to be removed) within ten (10) days after such expiration or termination shall be deemed an abandonment to Landlord of same and, if Landlord elects to remove all or any part of said signs, furniture, trade fixtures and other real or personal property, such removal, including the cost of repairing any damage caused by or resulting from such removal, shall be paid by Tenant. Any property of Tenant left in or about the Premises or the BAR after the expiration or other termination of this Lease shall be deemed abandoned and Landlord may retain or dispose of same and Tenant shall pay all costs of disposal upon demand.

SECTION 14 ENVIRONMENTAL MATTERS

14.1 Definitions. For purposes of this Lease:

(a) "Contamination" as used herein means the uncontained or uncontrolled presence of, release or threatened release of Hazardous Substances (as hereinafter defined) into any environmental media on (as hereinafter defined) any portion of the Premises, the BAR or any adjacent property.

(b) "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 Substance (as hereinafter defined), or the environment (including but not limited to ground or air or water or noise pollution or contamination, natural resources, and underground or above ground tanks) and shall include without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. ("RCRA"); 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 Medical Waste Tracking Act, 42 U.S.C. § 6992 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651-678; and the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; and any other local, 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.

(c) "Hazardous Substance(s)" means any substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance", "hazardous waste", "hazardous constituent", "medical waste" or "solid waste", or otherwise classified as a hazardous, toxic or regulated substance, in or pursuant to any Environmental Law; or which is or contains asbestos, radon, methane, infectious waste, 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 contamination or a nuisance, or a hazard to the environment or to the health or safety of persons.

(d) "On" or "in" means "on, in, under, at, from, upon, below, into, above or about."

14.2 Tenant Compliance. Tenant represents that all its activities on the Premises, and the BAR during the course of this Lease will be conducted in compliance with Environmental Law. Tenant warrants that it is currently in compliance with all applicable Environmental Law and that there are no pending or threatened notices of deficiency, notices of violation, information requests, orders, or judicial or administrative actions involving alleged violations by Tenant of any Environmental Law or relating to Hazardous Substances. Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals under Environmental Law necessary for Tenant's operation of its business on the Premises and shall make all notifications, certifications and registrations required by any applicable Environmental Law. Tenant, at Tenant's sole cost and expense, shall at all times comply with the terms and conditions of such permits, licenses, approvals, notifications, certifications and registrations and with any other applicable Environmental Law. Tenant warrants that it has obtained all such permits, licenses or approvals and made all such notifications, certifications and registrations required by any applicable Environmental Law necessary for Tenant's operation of its business on the Premises.

14.3 Restriction on Hazardous Substances. Tenant shall not cause or permit any Hazardous Substances to be brought upon, kept, used, handled, stored, generated, treated, recycled, placed, buried or disposed on the Premises, the BAR, or adjacent property without the prior written consent of Landlord. For purposes of this, Landlord shall be deemed to have reasonably withheld consent if Landlord determines that the presence of such Hazardous Substances within the Premises, the BAR, or adjacent property could result in a risk or potential risk of any liability to Landlord or a risk or potential risk of harm to person or property or otherwise negatively affect the value or marketability of the Premises, the BAR, or adjacent property.

TRC

23 JAN 19 11:17 AM 1105

14.4 No Release. Tenant shall not cause or permit the release or threatened release of any Hazardous Substances by Tenant or its agents, contractors, employees or invitees into any environmental media (including but not limited to air, soil, surface water, groundwater or sediment) on the Premises, the BAR, or any adjacent property in any manner that violates any Environmental Law or causes or threatens to cause Contamination. If such release or threatened release shall occur or if any Hazardous Substance is discovered on the Premises, the BAR, or any adjacent property Tenant shall promptly at Tenant's sole risk and expense: (i) take all steps reasonably necessary to contain such release or threatened release and any associated Contamination; (ii) remove, treat and dispose of the Hazardous Substance and return the Premises, the Building, the Development, and/or the adjacent property to its pre-contamination condition (i.e., background levels); (iii) take whatever action is required by any Environmental Law, in addition to taking any such action as is necessary to have the full use and benefit of the Premises; (iv) notify and keep Landlord reasonably informed of such release and response; and (v) obtain and deliver to Landlord a report made after such completion and confirming to the Landlord's satisfaction that all required remedial action as stated above has been taken and successfully completed and there is no evidence or suspicion of any Contamination or risk of Contamination with respect to any such Hazardous Substance.

14.5 Restriction on Hazardous Material Storage. Regardless of any consent granted by Landlord pursuant to **Section 14.4** Tenant shall under no circumstances whatsoever (i) cause or permit any activity on the Premises, the BAR, or any adjacent property which would cause the Tenant or Landlord to become subject to regulation as a generator or cause the Premises to become subject to regulation as a hazardous waste treatment, storage or disposal facility under RCRA or the regulations promulgated thereunder; (ii) discharge Hazardous Substances into the sanitary or storm sewer system serving the BAR; or (iii) install any underground storage tank or underground piping on the Premises.

14.6 Indemnity. Tenant shall and hereby does protect, indemnify and hold Landlord harmless from and against any and all claims, demands, liabilities (including strict liability), losses, expenses (including engineering and attorney fees) and damages (including consequential damages) of any and every kind and character, contingent or otherwise, matured or unmeasured, known or unknown, foreseeable or unforeseeable, made, suffered, brought or imposed, regardless of when such occurs (with exception of those expenses, losses and liabilities arising from Landlord's own negligence or willful act), by reason of or related to Contamination or the existence, release or threatened release of Hazardous Substances caused or permitted by Tenant or its agents, contractors, employees or invitees, or by reason of Tenant's breach of any of the provisions of this **Section 14.6**. Such expenses, losses, damages and liabilities shall include, without limitation, (i) any and all expenses that Landlord may incur to comply with any Environmental Law as a result of Tenant's failure to comply therewith; (ii) any and all costs that Landlord may incur in studying or remedying any Contamination at, arising from or related to the Premises, the Building, the BAR, or adjacent property; (iii) any and all costs that Landlord may incur in studying, removing, disposing or otherwise addressing any Contamination or Hazardous Substances; (iv) any and all fines, penalties or other sanctions assessed upon Landlord by reason of Tenant's failure to comply with Environmental Law; and (v) any and all legal and professional fees and costs incurred by Landlord in connection with the foregoing. The indemnity contained herein shall survive the termination or expiration of this Lease.

14.7 Cleanup. If any Hazardous Substances is discovered on the Premises, or the BAR, or any adjacent property as a result of the Tenant, Tenant shall promptly at Tenant's sole risk and expense remove, treat and dispose of the Hazardous Substances and return the Premises, the BAR, or the adjacent property to its pre-contamination condition (i.e., background levels). In addition, Tenant shall take whatever action is required by

DA

23 JAN 19 Ligr. Lic. AM1105

any Environmental Law, in addition to taking any such action as is necessary to have the full use and benefit of the Premises and deliver to Landlord a report made after such completion and confirming to the Landlord's satisfaction that all required remedial actions as stated above has been taken and successfully completed and there is no evidence or suspicion of any Contamination or risk of Contamination meaning with respect to any such Hazardous Substances.

14.8 No Testing without consent. Tenant shall not perform any testing of soil, groundwater or surface water at the Premises without the written consent of Landlord. The results of any testing shall be kept confidential by Tenant unless such disclosure is required by law.

EXHIBIT F

RULES AND REGULATIONS

Non-Compete Clause

While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises, the services of: Liquor /Bar/Sports Bar/Entertainment.



Premise

480 W. Deuce of Clubs
Show Low AZ 85901

(Upstairs in "Main Building")

Tenant: Rockys Cocktail Lounge

Name: Marchelle Haverland

Sign: 

Date: 12-8-22

Landlord: JAZZ Ventures
Harvir Bharti

Name: 

Date: 12/8/22

STATE OF Arizona

COUNTY OF Navajo

This instrument was acknowledged before me this 8 day of December
2022 by Marchelle Haverland Harvir Singh Bharti


JENNIFER FARNOT
Notary Public - Arizona
Navajo County
Commission # 569186
My Commission Expires October 06, 2023

NOTARY PUBLIC

N 6TH DR

N 4TH DR

N 4TH AVE

W MCNEIL

SUBJECT PROPERTY

W DEUCE OF CLUBS

S 3RD DR

W NIKOLAUS

W OLIVER



CITY OF SHOW LOW STAFF SUMMARY REPORT

AGENDA TITLE: **PUBLIC HEARING** and Consideration of Application Submitted by Dana Gail Foster and Gary Arthur Martinson for #6, *Bar*, Liquor License on Behalf of Buffalo Bills Tavern & Museum for its Location at 400 North Clark Road, Show Low, Arizona (Rachael Hall)

RECOMMENDATION

I **MOVE** to recommend approval to the State Liquor Board of the application submitted by Dana Gail Foster and Gary Arthur Martinson for #6, *Bar*, Liquor License on behalf of Buffalo Bills Tavern & Museum for its location at 400 North Clark Road, Show Low, Arizona.

OR

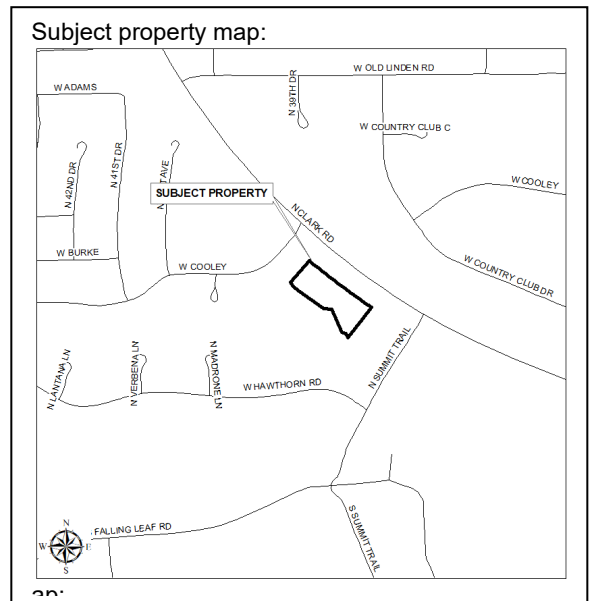
I **MOVE** to recommend **denial** to the State Liquor Board of the application submitted by Dana Gail Foster and Gary Arthur Martinson for #6, *Bar*, Liquor License on behalf of Buffalo Bills Tavern & Museum for its location at 400 North Clark Road, Show Low, Arizona, Show Low, Arizona (and **stating the reasons for denial**).

BACKGROUND

Dana Gail Foster and Gary Arthur Martinson, representing Buffalo Bills Tavern & Museum, submitted a "location transfer" application for a #6, *Bar*, Liquor License for its location at 400 North Clark Road. The request would transfer the existing #6, *Bar* license from the current location, AZ-260 and Bison Parkway in Show Low, to the new location. As required by state law, the property was posted, and no public input was received.

The Show Low Police Department conducted a background check on the applicants and found nothing amiss. The Department of Liquor Licenses and Control conducts its own internal investigations and background checks. Based on the investigator's findings and the recommendation of the City Council, the State Liquor Board will decide whether to approve or deny the application. Note that if the City Council chooses to recommend denial of the application, the motion must state the reasons for the denial.

Attachments:
Application



State of Arizona
Department of Liquor Licenses and Control

Created 01/31/2023 @ 11:07:18 AM

Local Governing Body Report

LICENSE

Number:	06090042	Type:	006 BAR
Name:	BUFFALO BILLS TAVERN & MUSEUM		
State:	Pending		
Issue Date:		Expiration Date:	05/31/2023
Original Issue Date:	01/09/1981		
Location:	400 N CLARK ROAD SHOW LOW, AZ 85901 USA		
Mailing Address:	PO BOX 217 SHOW LOW, AZ 85902 USA		
Phone:	(480)229-5511		
Alt. Phone:			
Email:	GARYMARTINSON@BISONHOMES.COM		

Currently, this license has pending applications.

AGENT

Name:	DANA GAIL FOSTER
Gender:	Female
Correspondence Address:	PO BOX 217 SHOW LOW, AZ 85902 USA
Phone:	(928)243-6455
Alt. Phone:	
Email:	DANADONUTS3@YAHOO.COM

OWNER

Name:	BUFFALO BILLS TAVERN LLC		
Contact Name:	DANA GAIL FOSTER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L-2106139-7	State of Incorporation:	AZ
Incorporation Date:			
Correspondence Address:	PO BOX 217 SHOW LOW, AZ 85902 USA		
Phone:	(480)229-5511		
Alt. Phone:			
Email:	GARYMARTINSON@BISONHOMES.COM		

Officers / Stockholders

Name:
GARY ARTHUR MARTINSON

Title:
ManagingMember,Stockholder

% Interest:
100.00

**BUFFALO BILLS TAVERN LLC -
ManagingMember,Stockholder**

Name: GARY ARTHUR MARTINSON

Gender: Male

Correspondence Address: 2051 BISON RIDGE TRAIL
SHOW LOW, AZ 85901
USA

Phone: (480)229-5511

Alt. Phone:

Email: GARYMARTINSON@BISONHOMES.COM

APPLICATION INFORMATION

Application Number: 229566
Application Type: Location Transfer TA
Created Date: 01/27/2023

QUESTIONS & ANSWERS

006 Bar

- 1) Are you applying for an Interim Permit (INP)?
No
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
SHOW LOW HIGH SCHOOL
1201 N COIGER LANE
SHOW LOW AZ 85901 - 2 MILES
- 11) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 12) Is there a penalty if lease is not fulfilled?
No
- 13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
\$1,010,000.00

U.S SMALL BUSINESS
14925 KINGSPORT ROAD
FORT WORTH TEXAS 76155
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No



U.S. SMALL BUSINESS ADMINISTRATION
Disaster Assistance
Processing and Disbursement Center
14925 Kingsport Road
Fort Worth, Texas 76155

833-853-5638
Hearing Impaired
800-877-8339

May 12, 2022

GARY MARTINSON
MF GOLF, LLC
1 N BISON PRESERVE
SHOW LOW, AZ 85901

RE: SBA Disaster Loan Application Number: 3600292553
Loan Number: 3761019107

Dear GARY MARTINSON:

We received your request for a modification(s) to your SBA loan.

We have amended your loan as follows:

Loan amount has been updated from \$500,000.00 to \$1,010,000.00.

Payment amount has been updated from \$2,437.00 to \$5,342.00.

If you have any questions, please contact us at the toll free number listed above.

Sincerely,

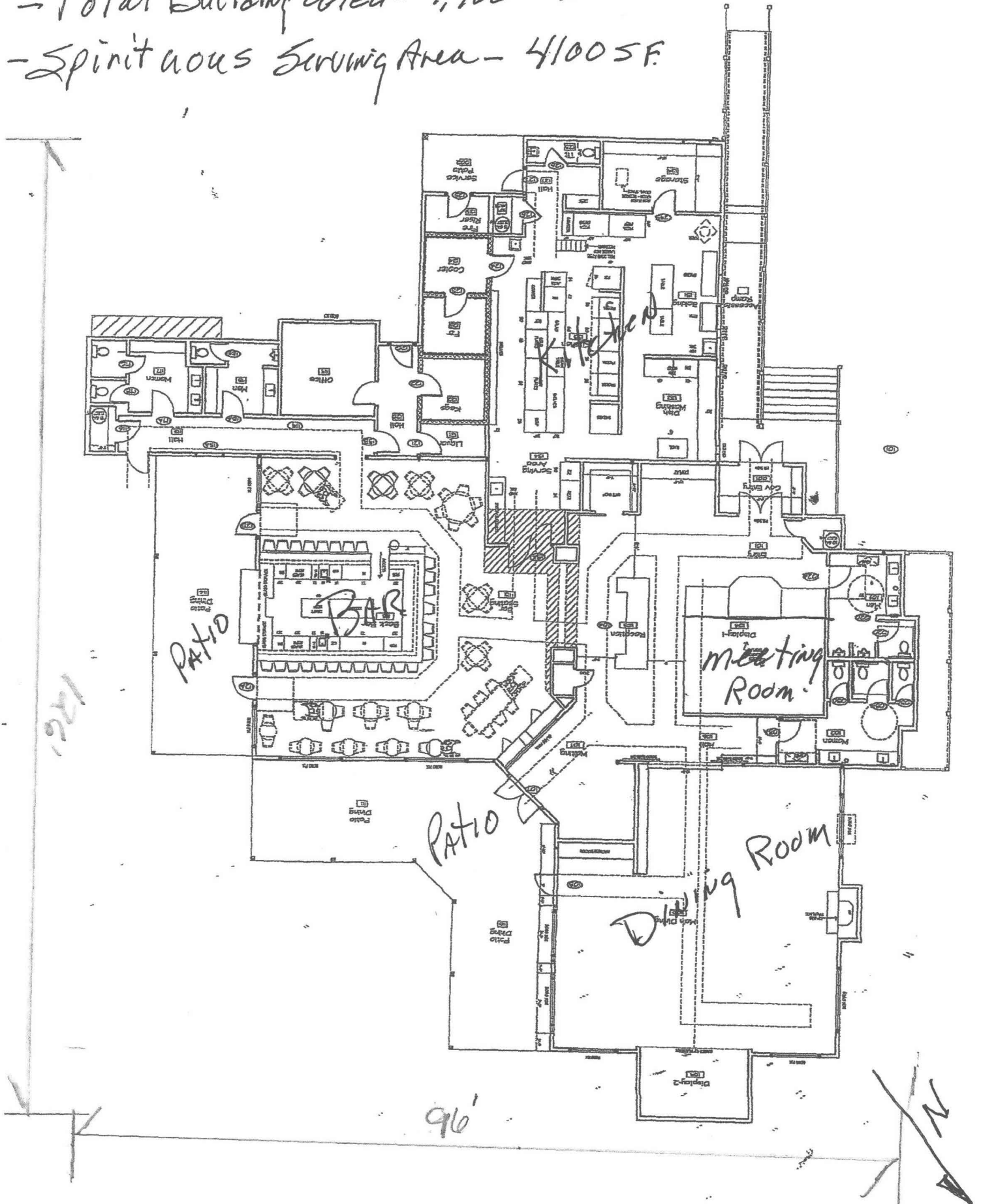
APPLICATION PROCESSING

The Federal Equal Credit Opportunity Act, 15 U.S.C. §1691, prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Consumer Response Center, Federal Trade Commission, Washington, D.C. 20580.

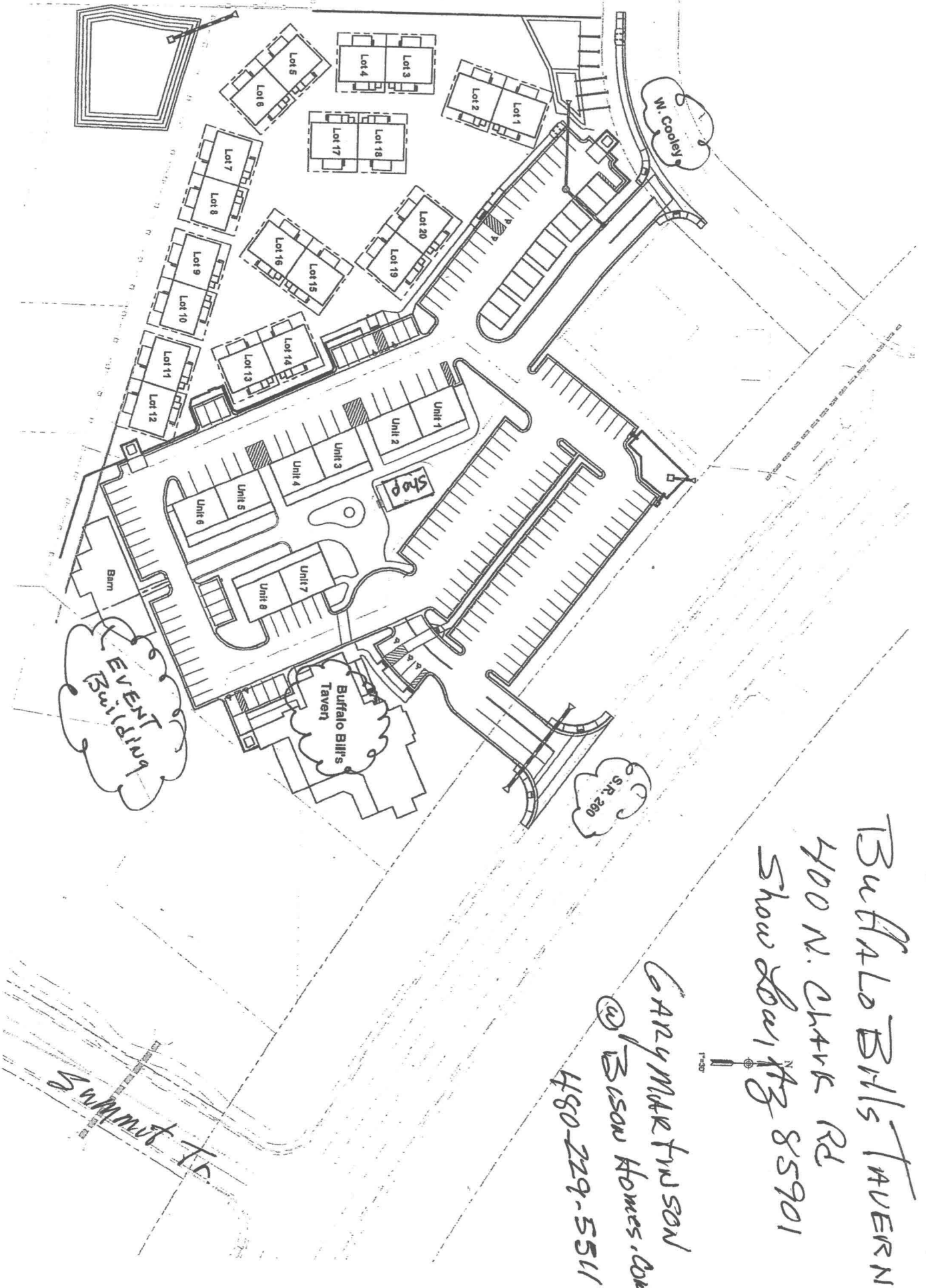
Batavio Bills TAVERN • Museum

23 JAN 19 AM 10:50 AZD LLC

- Total Building Area - 7,900 S.F.
- Spirituous Serving Area - 4100 S.F.



'23 JAN 19 AM 10:50 AZD LLC



Buffalo Bills Tavern
400 N. Clark Rd
Show days 85901

GARY MATHISON
Bison Homes, Inc
480-229-5511

CSR:

Amount:

'23 JAN 19 AM 10:50 AZDLLC



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #:	029560
Date Accepted:	1/18/03
CSR:	TA

License Number: 06090042

805-307

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.

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

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: Foster Dana Gail Birth Date: [REDACTED] (NOT a public record)

3. Social Security: [REDACTED] Drivers License #: [REDACTED] State Issued: AZ

4. Place of birth: Casa Grande AZ USA Height: 5'4" Weight: 200 Eyes: GRN Hair: BRN

5. Name of current/most recent spouse: Wilkerson Bruce Shawn Birth Date: [REDACTED]

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 1986

7. Daytime telephone number: 928-243-6455 Email address: danadonuts@yahoo.com

8. Premises Name: Buffalo Bill's Tavern & Museum Business Phone: 928/251/2226

9. Premises Address: 400 N. Clark Rd. Show Low AZ Navajo 86901

Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired or student, the place of residence address. 23 JAN 19 AM 10:50 AZELLE

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2018	CURRENT	Assistant Manager	Buffalo Bills Tavern + Grill - 1N. Bison Preserve Way, Show Low, AZ
10/2017	06/2018	Store Manager	UPS Store - 5551 S. White Mountain Rd. Ste. 2 Show Low, AZ

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
6/2017	CURRENT	1000 N. 22nd Ave.	Show Low	Arizona	85901

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes ☒ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. 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 five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Dana Gail Foster 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: Dana Gail Foster Date: January 9, 2023



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)

Dana Gail Foster

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 Casa Grande State Arizona COUNTRY USA

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.

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

23 JAN 19 10:50 AZD LLC

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.

23 JAN 19 10:50 AZD LLC

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.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

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

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

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

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

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

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

Dana Gail Foster
Print Name

Dana Gail Foster
Signature

1/9/2023
Date

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

Dana Gail Hoster
Full Name (please print)

Dana Gail Hoster
Signature

01-11-2023

Training Completion Date

01-11-2026

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 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).

[Signature]
Instructor Signature

11 / 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)
Conveyance (series 8)
Restaurant (series 12)

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

Bar (series 6)
Private Club (series 14)

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

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

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

Certificate # JN 1112023

**Certificate of Completion
For
Title 4 BASIC Liquor Law Training**

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

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

Dana Gail Foster
Full Name (please print)

Dana Gail Foster
Signature

01-11-2023
Training Completion Date

01-11-2023
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,
Instructor Name (please print), certify that the above named individual did successfully complete

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

[Signature]
Instructor Signature

11 / 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

CSR:

Amount:

23 JAN 19 AM 10:49 AZDLLC



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #: 209566

Date Accepted: 1/31/23

CSR: TA

License Number: 06090042

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.

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

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: Martinson Gary Arthur Birth Date: [REDACTED]
Last First Middle (NOT a public record)
3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: AZ
4. Place of birth: Westhope, North Dakota Height: 5'10" Weight: 185 Eyes: BL Hair: Gray
City State COUNTRY
5. Name of current/most recent spouse: Martinson Ronna Lynn Birth Date: [REDACTED]
Last First Middle (NOT a public record)
6. Are you a bonafide resident of Arizona? Yes ☐ No ☐ If yes, what is your date of residency? August 1983
7. Daytime telephone number: 480-229-5511 Email address: garymartinson@bisonhomes.com
8. Premises Name: Buffalo Bills Tavern & Museum Business Phone: 928 251 2226
9. Premises Address: 400 North Clark Rd Show Low AZ Navajo 85901
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
1/1999	CURRENT	Home builder	Bison Homes LLC, 720 N. Retreat way, Show Low, az 85901
1/1999	March 2020	Real Estate Broker	Bison Realty, 720 N. Retreat Way, Show Low, AZ 85901
March 2020	Current	Real Estate Broker	Cambric Realty, 12099Arabian Park Dr., Scottsdale, Az 85259

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
Aug. 2017	CURRENT	720 N. Retreat way,	Show Low,	AZ	85901

(ATTACH ADDITIONAL SHEET IF NECESSARY)

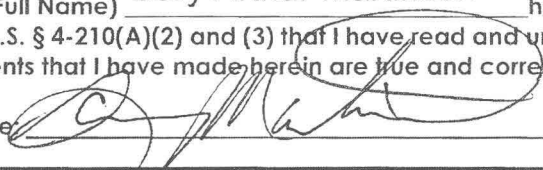
12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? Yes ☒ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☒ No ☐
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. 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 five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Gary Arthur Martinson 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: January 27, 2023

To: Arizona Dept of Liquor & Control

From: GARY ARTHUR MARTINSON

RE: CONTROLLING PERSON Questionnaire
Item # 14 - YES RESPONSE

I had a Bench Order / Plea Agreement
July 8, 2020 for Disorderly Conduct. IT arose
from 2 employees of Buffalo Bills who
claimed Certain Comments / Gestures.

I pleaded - No Contest - Since I felt the
issue wasn't worth fighting for. So I
paid the fine of \$2,500 and No Contact with
Victims or Parents for one year and
then if would be suspended.

* See Attached


1/18/23

100 JAN 30 1997. 115 PM 3:57
☒ Show Low Justice Court 550 N. 9th Place, Show Low, AZ 85901 Phone: (928) 532-6030 Fax: (928) 532-6035
☐ Show Low Magistrate Court 550 N. 9th Place, Show Low, AZ 85901 Phone: (928) 532-6030 Fax: (928) 532-6035

State / City vs.

BENCH ORDER

Mary Martinism

CASE NO.

CM2020-000040

APPEARING

☐ Plaintiff ☒ Defendant Video ☒ Personally ☐ Telephonically By: Counsel Motion Parent
☐ Failed to Appear ☐ Arraignment ☒ Pretrial Conference ☐ Juvenile ☐ Trial ☐ Sentencing
☐ Preliminary Hearing ☐ Initial Appearance ☐ Motion Hearing ☐ OSC ☐ Court's Motion

PLEADING

☐ Motion to Continue ☐ Motion to Dismiss ☐ Motion to Set Aside Default ☒ Plea Agreement
☐ Motion to Quash ☐ Responsible/Guilty ☐ Not Responsible/Not Guilty ☐ Deferred Prosecution

☐ Other: (No Contest)

ORDERED

☐ Motion Granted ☐ Motion Denied ☐ Issue Warrant \$ _____ ☐ Quash Warrant ☐ Issue Summons
☐ Enter Civil Default ☐ Dismiss ☐ Adjudged Responsible/Guilty ☐ Adjudged Not Responsible/Not Guilty
☐ Exonerate / Forfeit / Assign Bond ☐ Complete Lifeskills Workbook ☐ Release from Custody
☐ Return with documentation of the following:
☐ Current Vehicle Registration ☐ Current Driver License ☐ Current Proof of Insurance Card
☐ No-Lapse Insurance Letter ☐ 36-month Driver Record (www.servicearizona.com or visit your local MVD office)
☐ Complete Defensive Driving Program at least 7 days prior to Next Court Date. 888-334-5565 www.azdrive.com

NEXT COURT DATE: _____ at _____ am / pm

☐ Arraignment ☐ Preliminary Hearing ☐ Pretrial Conference ☐ Trial ☐ Sentencing
☐ Order to Show Cause ☐ Bond Forfeiture ☐ Civil Traffic ☐ Status/Compliance ☐ Motion
☐ TELEPHONIC: Call (928) 532-6030. You must speak with a Court Clerk. **DO NOT LEAVE A MESSAGE.**

OTHER ORDER(S)

13-2904A3 C/m Disorderly Conduct
No jail, no contact w/ Cannin Hill, Zoey Goodman
Credit \$300 fee to CA - Credit 115.20 SLSP
Court \$2500.00 suspend if no contact with victims
or parents for (1) year

Ordered this date: 7/8/2020 by Judge: Spatterism

You have the right to be present at your trial and other proceedings in your case. If you fail to appear as required, the trial or proceedings may be held without you and your driving privileges may be suspended and/or a warrant for your arrest may be issued.

Copy Received: X [Signature]

Copy mailed/delivered to: _____ by _____ on _____ 20____



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) GARY ARTHUR MARTINSON

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 Westhope State North Dakota COUNTRY USA

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

2) Name of document: Arizona Drivers License

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

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

23 JAN 19 AM 10:49 AZD LLC

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

23 JAN 19 AM 10:49 AZD LLC

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.

DL
Name of document provided

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

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

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

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

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

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

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

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

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. §

GARY ARTHUR MARTINSON
Print Name

[Signature]
Signature

11/18/23
Date

'23 JAN 19 AM 10:49 AZDLLC

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION

9 CLASS D 4d DLN [REDACTED]
9a END L 3 DOB [REDACTED]
12 REST NONE

1 MARTINSON
2 GARY ARTHUR
8 720 N RETREAT WAY
SHOW LOW, AZ 85901

4b EXP 02/28/2026 4a ISS 04/27/2021

15 SEX M 18 EYES BLU
16 HGT 5'-10" 19 HAIR GRY
17 WGT 190 lb

DONOR ♥ [REDACTED]

5 DD 005502BCCM111905

Certificate # JR1112023

'23 JAN 19 AM 10:44 AZD LLC

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

GARY ARTHUR MARTINSON

Full Name (please print)

[Signature]

Signature

01-11-2023

Training Completion Date

01-11-2026

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 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).

[Signature]

Instructor Signature

11 / 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)
Conveyance (series 8)
Restaurant (series 12)

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

Bar (series 6)
Private Club (series 14)

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

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

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

Certificate # JR 111 2023

23 JAN 19 AM 10:44 AZD LLC

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

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

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

GARY ARTHUR MARTINSON
Full Name (please print)[Signature]
Signature01-11-2023

Training Completion Date

01-11-2026Certificate 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

Jared Repinski

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).

[Signature]
Instructor Signature11 / 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)
Conveyance (series 8)
Restaurant (series 12)

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

Bar (series 6)
Private Club (series 14)

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

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

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

July 11, 2013

**AMENDED AND RESTATED
OPERATING AGREEMENT
FOR
BUFFALO BILL'S TAVERN, LLC**

This Amended and Restated Operating Agreement (the "Agreement") is made and entered into effective as of the 12th day of April, 2022, by Gary Martinson as the sole Member and sole Manager of Buffalo Bill's Tavern, LLC, an Arizona limited liability company formerly known as MF Golf, LLC (the "Company").

**Section I
Formation; Name and Principal Address; Purpose**

1.1. *Formation.* Pursuant to the Arizona Limited Liability Company Act (the "Act"), the Company was formed as an Arizona limited liability company effective upon the filing of the Articles of Organization of the Company (the "Articles") with the Arizona Corporation Commission. The Member and Manager have executed this Agreement to serve as the "Operating Agreement" of the Company as that term is defined in the Act, and, subject to any applicable restrictions set forth in the Act, the business and affairs of the Company, and the relationship of the Member and the Manager to the Company and to each other, shall be in accordance with and governed by the terms and conditions set forth herein.

1.2. *Name and Principal Address.* The Company shall be conducted under the name set forth above and the principal address of the Company shall be as described in the Articles, or any amendment thereof, or such other place as the Company may from time to time determine.

1.3. *Purpose.* The purpose and business of this Company shall be the ownership and operation of Buffalo Bill's Tavern in Show Low, Arizona, and such other activities as the Company may from time to time determine. Company shall have the power to do any and all acts and things necessary, appropriate or incidental to the furtherance of such purpose.

**Section II
Definitions**

The following terms used in this Agreement shall have the meanings set forth below:

"Event of Dissociation" means those events and circumstances listed in the Act.

"Majority in Interest" means one or more Members who own, collectively, a simple majority of the Percentage Interests held by all Members.

"Member" means Gary Martinson and any Person who subsequently is admitted as a Member of the Company until such time as an Event of Dissociation has occurred with respect to such Member.

"*Percentage Interest*" means, as to a Member, the percentage set forth after the Member's name on Exhibit A, as amended from time to time to reflect any transfers permitted under this Agreement.

"*Person*" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

Section III Capital Contributions and Distributions

3.1. *Capital Contributions.*

3.1.1. *Initial Capital Contribution.* The Member previously made an initial contribution to the capital of the Company as set forth in *Exhibit A* attached hereto and by this reference made a part hereof. Any capital contributions reflected on the books and records of the Company made prior to the execution hereof shall also be considered as Initial Capital Contributions.

3.1.2. *Additional Capital Contributions.* The Member shall not be required to contribute any additional capital to the Company, and the Member shall not have any personal liability for any obligation of the Company.

3.2. *Distributions.* Distributions shall be made to the Member at such times and in such amounts as determined by the Manager. If there is ever more than one Member, distributions shall be made to the Members pro rata in proportion to their Percentage Interests.

Section IV Management

4.1. *Manager.* Gary Martinson shall serve as the sole Manager of the Company and in such capacity is authorized and empowered to execute, deliver or perform as agent for the Company any agreements, acts, transactions or other matters on behalf of the Company (including agreements and transactions with a Member) as the Manager shall determine in the Manager's sole discretion. The Company may appoint and remove such additional agents, officers and employees, with such duties, powers and responsibilities as shall be determined by the Manager. The Member, so long as it is sole Member, may unilaterally remove and replace any Manager at any time by amending this Operating Agreement.

4.2. *Additional Members.* If at any time the Company has more than one Member, then all actions or approvals to be made or taken by the Member under this Agreement shall be made or taken by a Majority in Interest of Members.

4.3. *Books and Records.* The Company shall keep or cause to be kept complete and accurate

books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be kept at the Company's principal address or such other location or locations as the Manager shall from time to time determine. At a minimum the Company shall keep all records required by the Act.

4.4. *Indemnity Rights.* The Company shall defend and indemnify each Member in accordance with the Act.

Section V

Additional Members; Dissociation; Dissolution; Termination

5.1. *Additional and Substitute Member.* No person shall be admitted as a Member of the Company after the date of formation of the Company without the written consent or approval of the Member. Notwithstanding the foregoing, any assignee of the Member shall automatically become a substitute Member of the Company.

5.2. *Dissociation, Dissolution and Termination.* Except as otherwise specifically provided for in this Agreement, all matters concerning dissociation, dissolution and termination shall be governed by the Act.

5.3. *Distributions and Other Matters.* The Company shall not terminate until its affairs have been wound up and its assets distributed as provided herein. Promptly upon the dissolution of the Company, the Manager shall liquidate the assets of the Company and apply and distribute the proceeds of such liquidation or distribute the Company's assets in kind, as follows, and in the following order:

5.3.1. *Debts.* To payment of the debts and liabilities of the Company, including debts owed to the Members, in the order of priority provided by law;

5.3.2. *Remainder.* The balance shall be distributed to the Members *pro rata* in proportion to their Percentage Interests.

Section VI

Tax Matters

6.1. *Tax Treatment.* At any time the Company has only one Member, the Company shall be disregarded as an entity separate from its Member for federal and state income tax purposes. If at any time the Company shall have more than one Member, it shall be treated as a partnership for federal and state income tax purposes. Notwithstanding the foregoing, the Manager is authorized to make any alternative federal or state tax election deemed to be in the best interest of the Company or its Member(s).

6.2. *Tax Allocations.* Except as otherwise required by the Internal Revenue Code or applicable Treasury regulations, during any period in which the Company is treated as a

partnership, any taxable income or loss (and any item thereof) of the Company shall be allocated to the Members in accordance with their Percentage Interests, and the Company shall maintain capital accounts for each Member in accordance with Treasury Regulation Section 1.704-1(b)(2).

Section VII
Miscellaneous

7.1. *Governing Law; Parties in Interest.* This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the heirs, successors, assigns and personal representatives of the Member, the Manager and the Company.

7.2. *Amendment.* This Agreement may only be amended, restated or revoked by the written consent of a Majority in Interest of Members.

7.3. *Counterparts and Electronic Signatures.* This Agreement may be executed in counterparts and may be executed by electronic signature.

IN WITNESS WHEREOF, the Member and Manager have executed this Operating Agreement, effective as of the date first set forth above.

Manager:



Gary Martinson

Member:



Gary Martinson

EXHIBIT A

<u>Member</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Gary Martinson	\$100	100%

ARIZONA CORP COMMISSION
FILED

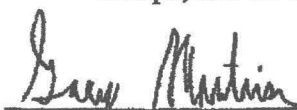
JUL 08 2016

FILE NO. L-2100139-7ARTICLES OF ORGANIZATION
FOR
MF GOLF, LLC

05542137

Pursuant to A.R.S. Section 29-632, the undersigned states as follows:

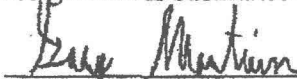
1. Name. The name of the limited liability company is "MF Golf, LLC".
3. Statutory Agent. The name and street address of the statutory agent is Gary Martinson, 51 W. 3rd St., Ste. E-110, Tempe, AZ 85281.
2. Known Place of Business. The address of the known place of business in Arizona is 51 W. 3rd St., Ste. E-110, Tempe, AZ 85281.
4. Management. Management of the limited liability company is vested in a manager. The name and address of each person who is a manager of the limited liability company and each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

Sole Manager and Sole Member:Gary Martinson
51 W. 3rd St., Ste. E-110
Tempe, AZ 85281

Gary Martinson

Acceptance as Statutory Agent

I, Gary Martinson, having been designated to act as Statutory Agent for the above-referenced Arizona limited liability company, hereby consent to act in that capacity until removed or my resignation is submitted in accordance with Arizona law.



Gary Martinson



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

'23 JAN 19 AM 10:50 AZDLLC

Date of this notice: 07-14-2016

Employer Identification Number:
81-3239252

Form: SS-4

Number of this notice: CP 575 G

MF GOLF LLC
GARY MARTINSON SOLE MBR
51 W 3RD ST STE E110
TEMPE, AZ 85281

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-3239252. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is MFGO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

575G

07-14-2016 MFGO 0

9999999999 SS-4
*23 JAN 19 AM 10:50 AZD LLC

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

999999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 07-14-2016
EMPLOYER IDENTIFICATION NUMBER: 81-3239252
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

MF GOLF LLC
GARY MARTINSON SOLE MBR
51 W 3RD ST STE E110
TEMPE, AZ 85281

'23 JAN 19 AM 10:50 AZD LLC

**ARTICLES OF AMENDMENT
FOR
MF GOLF, LLC**

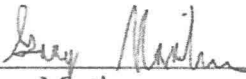
1. Name. The name of the limited liability company is changed to "Buffalo Bill's Tavern, LLC".

2. Known Place of Business. The address of the known place of business in Arizona is changed to 7600 N. 15th Street, Ste. 230, Phoenix, AZ 85020.

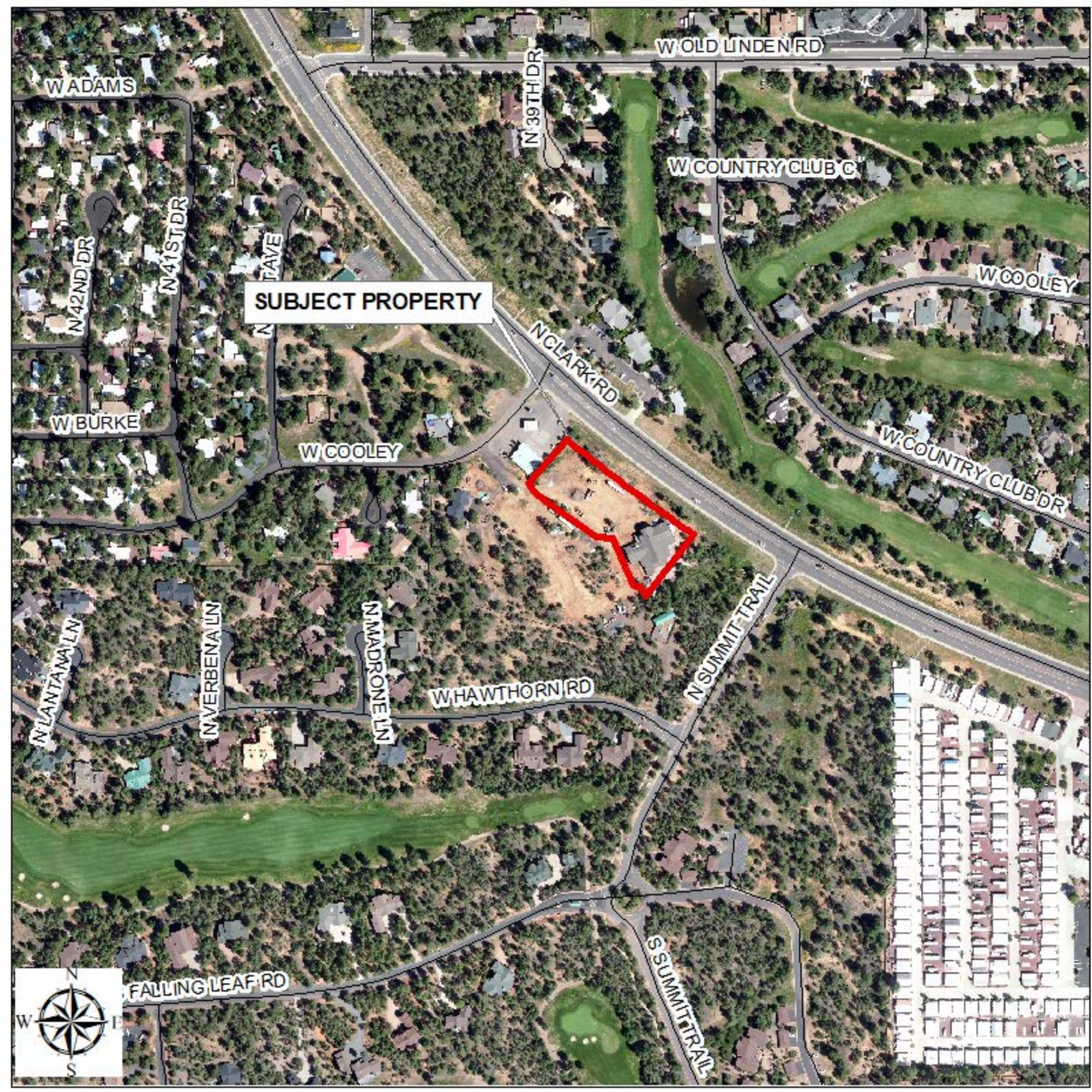
3. Management. The address of each person who is a manager of the limited liability company and each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company is changed to:

Sole Manager and Sole Member:

Gary Martinson
7600 N. 15th Street, Ste. 230
Phoenix, AZ 85020



Gary Martinson



SUBJECT PROPERTY

